

**PART I - THE SCHEDULE
SECTION A - SOLICITATION FORM**

Request for Proposal
No. AHRQ-00-0009

Date Issued: June 14, 2000

Date Due: July 31, 2000

You are invited to submit a proposal to the Agency for Healthcare Research and Quality (AHRQ) for Request for Proposal (RFP) No. AHRQ-00-0009, entitled "Bioterrorism Initiative." Your proposal must be developed and submitted in accordance with the requirements and instructions of this RFP.

A cost reimbursement type, multiple-award, task order-type contract is contemplated for a period of one (1) years plus a one (1) year Option Period.

NOTICE OF SMALL BUSINESS GOALS: All offerors (other than small businesses) must submit a complete subcontracting plan with their initial proposal. The requirement to submit a subcontracting plan also applies to colleges, universities, and non-profit organizations, as well as large business concerns. AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses**, and at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses**, and at least **1.5%** (as a percentage of total contract value) for **HUBZone Small Businesses**. These goals represent AHRQ's expectation of the minimum level for subcontracting with small businesses at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The approved plan will be included in any resultant contract.

Offerors shall submit the following:

- A. Technical Proposal (See Section L.10) **Original and 12 copies**
- B. Past Performance Information (See Section L.11) **Original and 5 copies**
- C. Small Disadvantaged Business Participation Plan (See Section L.12) **Original and 1 copy**
- D. Business Proposal (See Section L.13) **Original and 5 copies**
- E. Small Business Subcontracting Plan (See Section L.13.B.) **Original and 1 copy** (This does not apply to small business concerns)

Your technical proposal must be concisely written and should be limited to **125 typewritten pages** (double-spaced), exclusive of personnel qualifications (i.e., resume, etc., see Section L.10 for additional details). This limitation is for administrative purposes only and exceeding the limitation shall not, of itself, be considered a basis for rejection of your proposal.

As part of the business proposal, offerors shall provide an original and five (5) copies of their cost/price proposal, only to the extent that it shall include:

1. Certified, unloaded, labor rates for individuals expected to work on a project of this size and nature (Class Levels I through VI, see Sections B.3 and L.10).
2. Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract.
3. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

Your proposal must provide the full name of your company, the address, including county, Tax Identification Number (TIN), DUN and Bradstreet No., and if different, the address to which payment should be mailed.

YOUR ATTENTION IS CALLED TO THE LATE PROPOSAL PROVISIONS PROVIDED IN SECTION L.3 OF THIS RFP. YOUR ATTENTION IS ALSO DIRECTED TO THE TECHNICAL PROPOSAL INSTRUCTIONS PROVIDED IN SECTION L.10 OF THE SOLICITATION.

Questions regarding this solicitation shall be received in this office no later than **June 30** (See Section L.7). Your questions should be submitted to the attention of Sharon Williams, Contracting Officer, Agency for Healthcare Research and Quality, Suite 601, 2101 E. Jefferson Street, Rockville, Maryland 20852 and the envelope should be marked "Proposal Questions RFP No. AHRQ-00-0009."

The proposal shall be signed by an authorized official to bind your organization and must be received in our Contracts Office no later than **3:00 p.m.**, local prevailing time, on **July 31, 2000**. Your proposal must be mailed to the following address:

Agency for Healthcare Research and Quality
Division of Contracts Management
2101 E. Jefferson Street, Suite 601
Rockville, Maryland 20852

Hand carried proposals may be dropped off at the above location. The Division of Contracts Management offices are located in Suite 601 in the East Wing of the 6th Floor.

The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed acquisition.

Requests for any information concerning this RFP should be referred to Mrs. Sharon Williams, (301) 594-7192.

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SECTION B-SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 BRIEF DESCRIPTION OF SUPPLIES OR SERVICES

"Bioterrorism Initiative." See Section C for a complete description.

B.2 TASK ORDERS

This is a task order requirement for "Bioterrorism Initiative." Services will be acquired on an as-needed basis through issuance of task orders. For each contract awarded, the minimum total amount to be awarded over the one (1) year base period plus the one-year Option Period will be \$100,000. The maximum total amount for the base period will be \$2,000,000 and \$2,000,000 for the Option Period. Typical task orders are expected to range between \$100,000 and \$500,000.

In consideration of the satisfactory performance of the work performed in Section C, the Contractor shall be reimbursed on a cost-reimbursement basis. Each task order awarded under this contract shall include one or more of the labor categories in Section B.3, and the Contractor shall be reimbursed for costs incurred for labor based on the following hourly rates. All other costs, i.e., travel, supplies, etc., shall be reimbursed in accordance with individual cost proposals received under task orders.

B.3 PROPOSED LABOR RATES FOR TASK ORDERS

Note: The following labor rates are NOT loaded rates. (Ranges in rates may be provided)

<u>Year 1</u>	
<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Class I	\$ _____
Class II	\$ _____
Class III	\$ _____
Class IV	\$ _____
Class V	\$ _____
Class VI	\$ _____

Option Period

LABOR CATEGORY HOURLY RATE

Class I	\$ _____
Class II	\$ _____
Class III	\$ _____
Class IV	\$ _____
Class V	\$ _____
Class VI	\$ _____

B.4 PROVISIONS APPLICABLE TO DIRECT COSTS

a. Items Unallowable Unless Otherwise Provided

Notwithstanding the clauses, ALLOWABLE COST AND PAYMENT, and FIXED FEE, incorporated into this contract, unless authorized in writing by the Contracting Officer, the costs of the following items or activities shall be unallowable as direct costs:

- (1) Acquisition, by purchase or lease, of any interest in real property;
- (2) Rearrangement or alteration of facilities;
- (3) Purchase or lease of any item of general purpose-office furniture or office equipment regardless of dollar value. (General purpose equipment is defined as any items of personal property which are usable for purposes other than research, such as office equipment and furnishings, pocket calculators, etc.);
- (4) Accountable Government property (defined as both real and personal property with an acquisition cost of \$1,000 or more, with a life expectancy of more than two years) and "sensitive items" (defined and listed in the Contractor's Guide for Control of Government Property, 1990, regardless of acquisition value;
- (5) Travel to attend general scientific meetings;
- (6) Foreign Travel;
- (7) Any costs incurred prior to the contract's effective date;
- (8) Rental of meeting rooms not otherwise expressly paid for by the contract;

- (9) Any formal subcontract arrangements not otherwise expressly provided for in the contract;
 - (10) Consultant fees in excess of \$500/day; and
 - (11) ADP hardware or software.
- b. This contract is subject to the provisions of Public Law (P.L.) 99-234 which amends the Office of Federal Procurement Policy Act to provide that contractor costs for travel, including lodging, other subsistence, and incidental expenses, shall be allowable only to the extent that they do not exceed the amount allowed for Federal employees.

The Contractor, therefore, shall invoice and be reimbursed for all travel costs in accordance with Federal Acquisition Regulations (FAR) 31.205-46.

SECTION C

DESCRIPTION/SPECIFICATION/WORK STATEMENT

Bioterrorism Initiative

Independently and not as an agent of the Government, the Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the Government as needed to perform the Statement of Work below:

C.1 Background Information

The Healthcare Research and Quality Act of 1999, reauthorized the Agency for Healthcare Research and Quality (AHRQ). In Fiscal Year 2000, AHRQ received funds from the Public Health and Social Services Emergency Fund for research related to bioterrorism.

The threat of bioterrorist attacks has stimulated broadly-based planning by the Department of Health and Human Services (DHHS). DHHS plans involve various elements of the public health and medical care systems in preparing for and responding to weapons of mass destruction. If an episode of bioterrorism were to occur, health professionals on the front line would see patients presenting in many varied and dispersed clinical settings, including emergency rooms, community clinics, physicians' offices, and hospital walk-in clinics.

Health-care providers represent an essential component of a comprehensive response, but without proper training and tools they might become unwitting obstacles to rapid identification of, and response to the release of a bioterrorist weapon. An initially localized dispersal of a transmissible biological agent might be followed by scattering of those exposed among multiple geographical sites, so that each patient would seek care from a different provider, none of whom might appreciate the significance of the initial nonspecific clinical findings. All involved might thus fail to recognize the epidemic. For health professionals in the front lines of emergency departments and primary care settings, the difficulty of accurately diagnosing a patient's illness and the lack of a direct connection to the public health infrastructure might preclude their recognizing the implications of their clinical observations and taking appropriate action.

Information systems that enhance the clinician's ability to diagnose infectious diseases caused by biological weapons, to inform public health authorities, and to treat the individual patient are essential. Because most medical care in the United States is provided in the private sector, the nation's capacity to detect and respond to a bioterrorist attack or to any other major health crisis will depend heavily upon the service capacity, clinical preparedness, information technology (IT), and communication capabilities of emergency departments, hospital and community clinics, managed care and integrated delivery systems, and individual physicians' or group practice offices. Administrative and patient encounter data currently collected by such entities can provide a baseline for research and illuminate decision-making on appropriate policies and programs.

In FY 2000, AHRQ will develop an initiative that complements current federal efforts to respond to bioterrorism and that includes at least three components:

- (1) AHRQ will sponsor a research initiative with federal and private collaborators to develop and evaluate information systems to detect sentinel events and provide rapid information to clinicians regarding appropriate management. A specific focus of interest will be the development and evaluation (through simulations) of artificial intelligence technology for early detection of the release of a bioterrorist weapon. Research that addresses the role of human factors in early detection and that evaluates the extent to which such detection can be integrated with other sentinel-event-detection efforts (e.g., medical errors, natural epidemics, and the occurrence of rare conditions) will also be solicited. The highest priority will be given to collaborative efforts among academic health centers, emergency departments, local and federal agencies, professional associations, and systems or networks of care.
- (2) AHRQ will support developing a broad research agenda to identify important areas related to the role of clinicians, emergency departments, hospitals, and physicians' practices; to evaluate the current data capacity and needs of hospitals, clinical practices and emergency departments; to convene regional and national groups of clinicians, hospitals, and emergency departments to assess current and future research agendas, specifically focusing upon primary care practice networks; and to consult with national experts in bioterrorism and clinical practice.
- (3) AHRQ will assess and improve the capacity of integrated delivery systems and managed care organizations to detect and respond to bioterrorist attacks. Using task orders with the Agency's new Integrated Delivery System Research Network (currently being solicited) and working closely with the Centers for Disease Control and Prevention (CDC) and the Office of Emergency Preparedness (OEP), AHRQ will study the feasibility of using managed-care data to monitor sentinel events such as patients' presenting with symptoms suggestive of exposure to bioterrorist agents and to identify specific IT requirements that should be met to enhance early detection and response.

C.2 Objectives

The contract objectives are (1) to describe and evaluate approaches to preparedness for bioterrorism that are based upon information systems; (2) to determine the best ways to train clinicians to diagnose and manage rare events, specifically including infectious diseases that may have resulted from the release of a biological weapon; and (3) to develop some model hospital plans (for institutions providing different levels of care or with different numbers of beds, e.g., secondary, as compared with tertiary care facilities) for managing massive numbers of casualties, including cases that would require inpatient care, (4) to develop alternative models that would allow local health providers and institutions to use off-site, non-medical care facilities to provide care to large numbers of people; (5) to identify strategies that will help the medical care community forge links with the local health department and, through the local health department, with public health officials at the state and federal levels; (6) to identify effective means of promoting the development of links between the medical and public health communities and local emergency preparedness planning bodies; and (7) to model capacity, costs, and impact of a bioterrorist event on hospitals and integrated delivery systems, in order to fulfill the legislative mandate of AHRQ. The bioterrorism initiative at AHRQ is managed by the Center for Primary Care Research in collaboration with the Center for Outcomes and Effectiveness Research. The primary

objective of this bioterrorism task order contract is to secure targeted research of the highest quality from experienced investigators of established competence to determine reliable answers to seven research questions: (1) What is the current capacity of surveillance and detection systems to mine data for rare events? (2) What is the experience with surveillance and detection systems in other industries? (3) What is the current state of the art of on-line decision-support systems? (4) What can be learned from other industries about decision-support systems? (5) What is the best way to train clinicians to deal with rare events? (6) Are there innovative approaches to training clinicians for rare events? (7) What is the current capacity of the nation's hospitals to respond to a bioterrorist attack, and what enhancements are needed to develop sufficient capacity to respond?

C.3 Specific Requirements

Following are examples of topics that may result in a task order. These are provided as examples only and are not necessarily indicative of actual topics which may be used in the award of task orders under this proposed contract: (1) Assessing what can be learned about Internet-based decision-support systems in other fields in order to illuminate the development of decision-support systems for clinical care in general and bioterrorism response in particular. (2) Delineating a model prototype for preparing a state to respond to a bioterrorist threat or attack. (3) Developing and evaluating clinical surveillance and detection systems to detect emerging infectious diseases and other rare events, with particular emphasis on the adaptation of existing clinical systems to detect possible bioterrorism. (4) Evaluating existing systems of surveillance and decision support (e.g., poison-control centers, CDC botulism surveillance, ProMed, and military systems) to support detection and management of unusual clinical events. (5) Supporting development of decision-support systems that could be used to aid clinicians at the point of care with special emphasis on the requirements of the system for reconfiguration to deal with bioterrorism. (6) Determining the utility, effectiveness, and cost-effectiveness of training simulations, including review of the experience in other industries. (7) Reviewing and evaluating the effectiveness of current programs of training and education about bioterrorism. (8) Identifying the best approaches to reaching front-line clinicians with appropriate training about bioterrorism. (9) Modeling the capacity, costs, and impact of a bioterrorist event on hospitals and integrated delivery systems.

SECTION D - PACKAGING AND MARKING

The Contractor shall mark each delivery with the organizations name, contract number, item number, and quantity (indicating partial, full or final shipment. As appropriate, note on the face page of the report and when feasible on the binding (1) "one volume only" or (2) "volume 1 of 2, volume 2 of 2" etc.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

- a. The contracting officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.
- b. For the purpose of this SECTION the Government Project Officer is the authorized technical representative of the contracting officer.
- c. Inspection and acceptance will be performed at:

Agency for Healthcare Research and Quality
Executive Office Center
2101 East Jefferson Street
Rockville, Maryland 20852

E.2 CLAUSES INCORPORATED BY REFERENCE (JUNE 1988)

This contract incorporates the following clause by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

FAR Clause No.

Title and Date

52.246-5

Inspection of Services-Cost Reimbursement
(April 1984)

SECTION F - PERIOD OF PERFORMANCE AND DELIVERY SCHEDULE

F.1 CLAUSES INCORPORATED BY REFERENCE (JUNE 1998)

This contract incorporates the following clause by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR Clause No.

Title and Date

52.242-15

Stop Work Order (AUG 1989)
Alternate I (APRIL 1984)

F.2 PERIOD OF PERFORMANCE

The period of performance for the Base Period of the contract shall be from the effective date of the contract through 12 months thereafter. The period of performance for the Option Period, if exercised, shall be for 12 months following the completion of the Base Period.

F.3 DELIVERY SCHEDULE

The items specified for delivery below are subject to the review and approval of the Task Order Officer before final acceptance. The Contractor shall be required to make revisions deemed necessary by the Task Order Officer.

The Contractor shall produce the following scheduled reports/deliverables in the amount, and within the time frame indicated. Deliverables shall be submitted to the Task Order Officer, Agency for Healthcare Research and Quality, 2101 East Jefferson St., Rockville, Maryland 20852 (Phone: **To Be Completed at Time of Task Order Award**).

The Contractor shall submit the following items in accordance with the stated delivery schedule:

<u>Item</u>	<u>Description</u>	<u>Quantity/Delivery Date</u>
1	Administrative, progress, and financial reports	As specified in each task order
2	All deliverables identified in each task order	As specified in each task order
3	Final report under each task order	As specified in each task order

4	Subcontracting Report for Individual Contracts (SF -294)	April 30 (annually) October 30 (annually) 3 (1 original and 2 copies to the Contracting Officer)
5	Summary Subcontractor Report (SF 295)	October 30 (annually) 1 copy to the Office of Small and Disadvantaged Business Utilization (DHHS)
6	Small Disadvantaged Business Participation Report	1 copy at contract completion

In addition, one copy of the monthly and final report of each task order shall be submitted to the Contracting Officer at the following address:

Agency for Healthcare Research and Quality
ATTN: Contracting Officer
Division of Contracts Management
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 KEY PERSONNEL

Pursuant to the Key Personnel clause incorporated in Section I.5 of this contract, the following individual(s) is/are considered to be essential to the work being performed hereunder:

NAME

TITLE

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)
(KEY PERSONNEL DESIGNATION PER TASK ORDER)**

The clause cited above contains a requirement for review and approval by the Contracting Officer of written requests for a change of Key Personnel reasonably in advance of diverting any of these individuals from this contract. Receipt of written requests at least 30 days prior to a proposed change is considered reasonable.

G.2 PROJECT OFFICER and TASK ORDER OFFICER

The following Project Officer(s) and Task Order Officer(s) will represent the Government for the purpose of this contract:

**(TO BE COMPLETED AT TIME OF CONTRACT AWARD)
(TASK ORDER OFFICER DESIGNATION PER TASK ORDER)**

The Project Officer and task order officer is/are responsible for: (1) monitoring the Contractor's technical progress, including the surveillance and assessment of performance and recommending to the contracting officer changes in requirements; (2) interpreting the statement of work and any other technical performance requirements; (3) performing technical evaluation as required; (4) performing technical inspections and acceptances required by this contract; and (5) assisting in the resolution of technical problems encountered during performance.

The Contracting Officer is the only person with authority to act as an agent of the Government under this contract. Only the Contracting Officer has authority to: (1) direct or negotiate any changes in the statement of work; (2) modify or extend the period of performance; (3) change the delivery schedule; (4) authorize reimbursement to the contractor of any costs incurred during the performance of this contract; or (5) otherwise change any terms and conditions of this contract.

The Government may unilaterally change its Project Officer or Task Order Officer designation.

G.3 INVOICE SUBMISSION

a. INVOICE SUBMISSION

The following directions for the submission of invoices must be followed to meet the requirements of a "proper" payment request pursuant to FAR 32.9, and must be in accordance with the General Provisions clause 52.232-25 Prompt Payment (JUNE 1997).

Invoices/financing requests shall be submitted in an original and three copies to:

Contracting Officer
Agency for Healthcare Research and Quality
Division of Contracts Management
Executive Office Center
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

G.4 INFORMATION ON VOUCHERS

- (1) The Contractor agrees to include the following minimum information on vouchers:
 - (a) Contractor's name and invoice date;
 - (b) Contract Number;
 - (c) Description and price of services actually rendered;
 - (d) Other substantiating documentation or information as required by the contract;
 - (e) Name (where practicable), title, phone number, and complete mailing address or responsible official to whom payment is to be sent; and
 - (f) The Internal Revenue Service Taxpayer Identification Number.
- (2) The Contractor shall furnish the following minimum information in support of costs submitted:
 - (a) Direct Labor - include all persons, listing the person's name, title, number of hours or days worked, the total cost per person and a total amount of this category;
 - (b) Fringe Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);
 - (c) Overhead or Indirect Costs - show rate, base and total amount as well as verification/allowability or rate changes (when applicable);

- (d) Consultants - include the name, number of days or hours worked, a total amount per consultant and a total amount for this category;
 - (e) Travel - include for each airplane or train trip taken the name of the traveler, date of travel, destination, the transportation costs including ground transportation, shown separately, and per diem costs. Other travel costs shall also be listed. A total amount for this category shall be provided;
 - (f) Subcontractors - include for each subcontractor, the same data that is being provided for the prime contractor. A total number for this category shall be provided.
 - (g) Data Processing - include all non-labor costs, i.e., computer time, equipment purchase, lease or rental, data tapes, etc. A total amount for this category shall be provided.
 - (h) Other - include a listing of all other direct charges to the contract, i.e., office supplies, telephone, equipment rental, duplication, etc.
 - (i) Equipment Cost - itemize and identify separately from material costs including reference to approval in all cases;
 - (j) G&A - show rate, base and total as well as verification/allowability of rate changes (when applicable); and
 - (k) Fee - show rate, base and total.
- (3) Payment shall be made by:

PSC Finance
Parklawn Building, Room 16-23
5600 Fishers Lane
Rockville, Maryland 20857
Telephone Number (301) 443-6766

G.5 INDIRECT COST RATES AND FEE

In accordance with Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Clause 52.216-7(d)(2), Allowable Cost and Payment, incorporated by reference in this contract, in Part II, Section I, the primary contact point responsible for negotiating provisional and/or final indirect cost rates is the cognizant contracting official as set forth in FAR Subpart 42.7 - Indirect Cost Rates.

Reimbursement will be limited to the rates and time periods covered by the negotiated agreements. The rates, if negotiated, are hereby incorporated without further action of the contracting officer.

Fee will be negotiated per individual task order.

G.6 ELECTRONIC FUNDS TRANSFER

Pursuant to FAR 52.232-34, Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 1999), the Contractor shall designate a financial institution for receipt of electronic funds transfer payments. This designation shall be submitted, in writing, to the finance office designated in the contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 TASK ORDER SELECTION CRITERIA AND PROCEDURES

All work required under this contract will be authorized through the issuance of task orders (TOs) signed by the Contracting Officer and accepted by the Contractor. TOs may be issued at any time within the contract period.

No individual TO will exceed \$1,000,000 and TOs may often vary in terms of content, cost and duration. It is expected that TOs will average between \$100,000 and \$500,000 and last approximately twelve (12) months.

Once the total dollar value of all TOs issued to a contractor equals the not to exceed (NTE) amount of \$2,000,000, the contractor will be ineligible to compete for additional work during that contract period. However, the Government reserves the right to adjust the NTE amount by 5% for the purpose of accepting the lowest offer which would have been rejected solely because the total dollar value of all of a contractor's TOs would exceed the NTE amount by this minimal amount.

A Task Order Officer (TOO) will be designated for each TO issued under this contract. The TOO will function as principle technical liaison between the Contracting Officer and the Contractor's Project Manager.

Procedures for Issuance of TOs

1. Each awardee will be provided a fair opportunity to be considered for each TO. Factors such as past performance, quality of deliverables, cost control, price, cost, or other factors that the Contracting Officer believes are relevant to the placement of orders will be considered.
2. When a TO is to be awarded, the Government will solicit proposals from awardees based on those factors mentioned above. The TO Statement of Work will be sent to those selected awardees and a cost proposal and a brief discussion of technical approach shall be submitted within twenty (20) calendar days. In unusual circumstances, contractors may be requested to reply within a shorter amount of time. Oral proposals and streamlined procedures may be used in selecting the TO awardee.
3. The determination of award of the TO will be based on cost, technical merit, past performance, and any other relevant factors.
4. Awardees need not be given an opportunity to be considered for a particular TO if the Contracting Officer determines that:
 - A. The Agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;

- B. Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;
 - C. The order should be issued on a sole-source in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order; or
 - D. It is necessary to place an order to satisfy a minimum guarantee.
5. Each TO proposal will be subject to review and negotiation and will not be effective until signed by both parties.
- Required content of TO proposals will usually include, but not necessarily be limited to, the following:
- offeror's understanding of TO objectives;
 - proposed approach to solving the problem in terms of major steps or subtasks of the proposed study program;
 - types of final products anticipated;
 - proposed staff by name and percentage of time each individual will be assigned to the work; and
 - management plan for conducting the TO.
6. The cost-plus-fixed-fee for each TO will be negotiated based on the fixed maximum labor rates set forth in Section B - Supplies or Services and on other cost/fee issues.
7. Upon negotiation and agreement on the proposal submitted, the Contracting Officer shall issue for the signature of the Contractor a formal TO. The Contractor shall not proceed with performance until the Contracting Officer has signed the TO, which constitutes written approval to proceed.
8. The Contractor's performance of the TO is subject to the terms and conditions in the contract, and the TO may be modified by the Contracting Officer and **ONLY** the Contracting Officer.
9. Protests **ARE NOT** authorized in connection with the issuance or proposed issuance of a TO except for a protest on the ground that the order increases the scope, period, or maximum value of the contract under which the order is issued.
10. The Contractor is not required to compete for a particular TO if it chooses not to do so, i.e., the Contractor may elect not to submit a proposal on a particular TO. Such election will not preclude the Contractor from an opportunity to submit proposals on future TOs.

H.2 RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT

Section 903(c) of the Public Health Service Act (PHS Act), 42 U.S.C. 299a-1, states in part that "No information, if the establishment or person supplying the information or described in it is identifiable, obtained in the course of activities undertaken or supported under this title, may be used for any purpose other than the purpose for which it was supplied unless such establishment or person has consented...to its use for such other purpose. Such information may not be published or released in other form if the person who supplied the information or who is described in it is identifiable unless such person has consented...to its publication or release in other form."

To ensure compliance with these requirements and to fulfill the mandate of 923(b)(1) of the PHS Act, 42 U.S.C. 299c-2(b)(1), to assure that statistics developed with AHRQ support are of high quality, comprehensive, timely, and adequately analyzed, except as otherwise provided in this contract, the Agency for Healthcare Research and Quality (AHRQ) must, prior to dissemination by the contractor, review all reports, presentations, or other disclosures that contain information, statistics, analytical material, or any other material, which is based on or derived from work performed under this contract. Accordingly:

- (a) Except as provided in H.2(c), (e), and H.3(d), the contractor will not publish, have published, or otherwise disseminate any material resulting or derived from the work performed for AHRQ-funded research, except in accordance with the terms or conditions required by the Task Order Officer or until AHRQ has published the results of the research.
- (b) AHRQ will, within three months of the receipt of any proposed publication, presentation, or any other disclosure of materials derived from information collected or produced for a particular task order, use best effort to review the proposed report, presentation, or other text to assure that (1) identifiable information is being used for the purpose for which it was supplied; (2) the privacy of individuals supplying the information or described in it is not violated; and (3) the quality of statistical work meets the statutory standards cited above.
- (c) Except as provided in H.2(e), in the event no written conditions or approval are received from the Task Order Officer by the end of the three month period following submission of a request (that is accompanied by the proposed text) to publish a report or to make a presentation or other disclosure of material derived from work performed for AHRQ-funded research, the contractor may publish, present, or otherwise disclose this material subject to the restrictions of Section 903(c). However, the contractor must print prominently on the report or any portion of it which is released, or state prior to any oral or other disclosure of material derived from work performed under this contract, the following disclaimer:

"THIS REPORT (*or other appropriate description of publication*) HAS NOT BEEN APPROVED BY THE AGENCY FOR HEALTHCARE RESEARCH AND QUALITY"

- (d) Whether or not written approval of the Task Order Officer is received, the contractor must:
- print the following statement prominently on written reports or other forms of recorded data derived from work performed under this contract which is to be released; or
 - preceding any presentation or other oral disclosure of such material make the following statement:

"IDENTIFIABLE INFORMATION ON WHICH THIS REPORT, PRESENTATION, OR OTHER FORM OF DISCLOSURE IS BASED, IS CONFIDENTIAL AND PROTECTED BY FEDERAL LAW, SECTION 903(c) OF THE PUBLIC HEALTH SERVICE ACT, 42 U.S.C. 299a-1(c). ANY IDENTIFIABLE INFORMATION THAT IS KNOWINGLY DISCLOSED IS DISCLOSED SOLELY FOR THE PURPOSE FOR WHICH IT HAS BEEN SUPPLIED. NO IDENTIFIABLE INFORMATION ABOUT ANY INDIVIDUAL SUPPLYING THE INFORMATION OR DESCRIBED IN IT WILL BE KNOWINGLY DISCLOSED EXCEPT WITH THE PRIOR CONSENT OF THAT INDIVIDUAL."
- (e) In cases where the Contracting Officer has given written notice that the Government intends to retain all rights in any particular data produced under this contract, the contractor shall have no right without prior written permission of the Contracting Officer to publish any of those data or analyses based on those data, depending on the scope of the Contracting Officer's notice.
- (f) Whenever data or analyses are to be developed by a subcontractor under this contract, the contractor must include the terms of H.2(a), (b), (c), (d) and (e) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor. No clause may be included to diminish the Government's restriction on publication and dissemination of work or material derived from work performed under this contract.

H.3 RIGHTS IN DATA -- SPECIAL WORKS (*FAR Clause 52-227-17 June 1987*) (DEVIATION)

- (a) Definitions

"Computer software", as used in this clause, means computer programs, computer data bases, and documentation thereof.

"Data", as used in this clause, means recorded information, regardless of form or media on which it may be recorded (e.g., reports, tabulations, questionnaires, punch cards, data tapes, data files, tables, data processing and computer programs, graphic representations, sound recordings, form, work flow charts, equipment descriptions, and works of any similar nature). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data", as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance requirements, but specifically excludes the source code, algorithm, process, formulae, and flow charts of the software.

"Unlimited rights", as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for Agency for Healthcare Research and Quality purposes, and to have or permit others to do so for Agency for Healthcare Research and Quality purposes.

(b) Allocation of Rights

(1) The Government shall have:

- (i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause for copyright.
- (ii) The right to limit exercise of claim to copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in such data, in accordance with subparagraph (c)(1) of this clause.
- (iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The contractor shall have, to the extent permission is granted in accordance with subparagraph (c)(1) of this clause, the right to establish claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright

(1) Data first produced in the performance of this contract

- (i) The contractor agrees not to assert, establish, or authorize other to assert or establish, any claim to copyright subsisting in any data first produced in the performance of the contract without prior written permission of the contracting officer. When claim to copyright is made, the contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to such data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

The contractor grants to the Government and the Government's licensees, a paid-up nonexclusive, irrevocable, worldwide license for all such data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, for Government purposes.

- (ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in subdivision (c)(1)(i) of this clause, the contracting officer may direct the contractor to establish, or authorize the establishment of, claim to copyright in such data and to assign, or obtain the assignment of, such copyright to the Government or its designated assignee.

2) Data not first produced in the performance of this contract.

The contractor shall not, without prior written permission of the contracting officer, incorporate in the data delivered under this contract any data not first produced in the performance of this contract and which contain the copyright notice of 17 U.S.C. 401 or 402, unless the contractor identifies such data and grants to the government, or acquires on its behalf, a license of the same scope as set forth in subparagraph (c)(1) of this clause.

(d) Release and Use Restrictions

Except as otherwise specifically provided for in this contract (e.g., H.2(e)), the contractor shall not use for purposes other than the performance of this contract, nor shall the contractor release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without prior written permission of the Task Order Officer or until AHRQ has published the research for which the data were first produced.

(e) Indemnity

The contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, included costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data.

The provisions of this paragraph do not apply unless the Government provides notice to the contractor as soon as practicable of any claim or suit, affords the contractor an opportunity under applicable laws, rules, or regulations to participate in the defense thereof, and obtains the contractor's consent to the settlement of any suit or claim other than as required by final decree of a court of competent jurisdiction. Further, these provisions do not apply to material furnished to the contractor by the Government and incorporated in data to which this clause applies, nor in cases where Government officers, agents, and employees are solely at fault.

- (f) The contractor must release all required deliverables under this contract solely in accordance with the reporting requirements of this contract.

- (g) In accordance with the **Federal Register** (Vol. 57, No. 167, August 27, 1992, pp:38845-38848) the contractor is to provide for secure and confidential storage, retrieval access, maintenance, and disposition of data and other information used in the work performed under the contract.
- (h) Whenever any data is to be developed by a subcontractor under this contract, the contractor must include the terms of H.3(a), (b), (c), (d), (e), (f) and (g) in the subcontract, without substantive alteration, and with a prohibition on the subcontractor engaging in further assignment of its obligations to the contractor, and no clause may be included to diminish the Government' rights in those data.

H.4 DEBARMENT

Violation of the special provisions of this contract entitled **RESTRICTIONS ON PUBLICATION AND DISSEMINATION OF MATERIAL DERIVED FROM WORK PERFORMED UNDER THIS CONTRACT, and RIGHTS IN DATA - SPECIAL WORKS** will be viewed as a serious violation of the terms of this contract as the requirements in this provision reflect AHRQ statutory obligations and responsibilities. Such violations, as well as other violations, of the contract terms which are deemed serious, could result in the initiation of debarment proceedings in accordance with the Federal Acquisition Regulations and the Department of Health and Human Services implementing regulations.

H.5 NON-ALLOWABLE CONTRACT COST PROVISION

It is understood that work to be performed under this contract will be undertaken only after the issuance of a Task Order. Accordingly, there will be no costs billed or paid for under this contract that are not directly attributable to the performance of specifically assigned work under the terms of this contract.

H.6 SUBCONTRACTS

The Contractor must include in any subcontracts executed or used to provide the support specified in this contract the terms of requirements H.1, H.2, H.3 and H.4. These requirements are to be included without substantive alteration, and no clause may be included to diminish these requirements.

Award of any subcontract is subject to the written approval of the Contracting Officer upon review of the supporting documentation as required by FAR Clause 52.215-12, Subcontractor Cost or Pricing Data, of the General Clauses incorporated into this contract. A copy of the signed subcontract shall be provided to the Contracting Officer.

H.7 LATE PAYMENTS TO THE GOVERNMENT

Late payment of debts owed the Government by the Contractor, arising from whatever cause, under this contract/order shall bear interest at a rate or rates to be established in accordance with the Treasury Fiscal Requirements Manual. For purposes of this provision, late payments are defined as payments received by the Government more than 30 days after the Contractor has been notified in writing by the Contracting Officer of:

- a. The basis of indebtedness.
- b. The amount due.
- c. The fact that interest will be applied if payment is not received within 30 days from the date of mailing of the notice.
- d. The approximate interest rate that will be charged.

H.8 PRIVACY ACT

The Privacy Act clauses cited in Section I (FAR 52.224-1 and 52.224-2) are applicable to the consultant records kept by the Contractor for the Agency for Healthcare Research and Quality.

You are hereby notified that the Contractor and its employees are subject to criminal penalties for violations of the Act (5 U.S.C. 552a(i)) to the same extent as employees of the Department. The Contractor shall assure that each Contractor employee is aware that he/she can be subjected to criminal penalties for violations of the Act. Disposition instructions: Records are to be destroyed after contract closeout is completed and final payment is made and in accordance with IRS regulations.

H.9 GOVERNMENT-FURNISHED MATERIALS

Unless otherwise stated in a specific task order, the contractor will furnish all the necessary personnel, materials, data, facilities, or services or otherwise all things necessary for or incident to the performance of the tasks stated in an individual task order.

PART II - CONTRACT CLAUSES (2/00-DCM)
(FAC 97-15)
SECTION I
CONTRACT CLAUSES
GENERAL CLAUSES FOR A
COST-PLUS-A-FIXED-FEE CONTRACT

I.1 CLAUSES INCORPORATED BY REFERENCE (FEBRUARY 1998)

This contract incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be assessed electronically at this address:
<http://www.arnet.gov/far/>

FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

FAR Clause No.	Title and Date
52.203-3	Gratuities (APRIL 1984)
52.203-5	Covenant Against Contingent Fee (APRIL 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (July 1995)
52.203-7	Anti-Kickback Procedures (JULY 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (JUN 1997)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (JUN 1996)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995)
52.215-2	Audit and Records - Negotiation (JUNE 1999)

52.215-8	Order of Precedence-Uniform Contract Format (Oct 1997)
52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (applicable to contract actions over \$500,000)
52.215-15	Pension Adjustments and Asset Reversions (DEC 1998)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits Other Than Pensions (PRB) (OCT 1997)
52.215-19	Notification of Ownership Changes (OCT 1997)
52.216-7	Allowable Cost and Payment (APR 1998)
52.216-8	Fixed Fee (MARCH 1997)
52.217-8	Option to Extend Services (NOV 1999)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999)
52.219-8	Utilization of Small Business Concerns (OCT 1999)
52.219-9	Small Business Subcontracting Plan (OCT 1999) (Applicable to contracts over \$500,000)
52.219-16	Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	Small Disadvantaged Business Participation Plan - Disadvantaged Status and Reporting (OCT 1999)
52.222-2	Payment for Overtime Premiums (JULY 1990). The amount in paragraph (a) is "zero" unless different amount is separately stated elsewhere in contract.
52.222-3	Convict Labor (AUG 1996)

52.222-26	Equal Opportunity (FEB 1999)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998)
52.222-36	Affirmative Action for Workers With Disabilities (JUNE 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999)
52.223-6	Drug Free Workplace (JAN 1997)
52.223-14	Toxic Chemical Release Reporting (OCT 1996)
52.224-1	Privacy Act Notification (APRIL 1984)
52.224-2	Privacy Act (APRIL 1984)
52.225-1	Buy American Act - Balance of Payments Program - Supplies (FEB 2000)
52.225-13	Restrictions on Certain Foreign Purchases (FEB 2000)
52.227-1	Authorization and Consent (JULY 1995)
52.227-2	Notice and Assistance Regarding Patent and Copy-Right Infringement (AUG 1996)
52.227-3	Patent Indemnity (APRIL 1984)
52.227-14	Rights in Data - General (JUNE 1987)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.230-2	Cost Accounting Standards (APR 1998)
52.230-3	Disclosure and Consistency of Cost Accounting Practices (APR 1998)
52.230-6	Administration of Cost Accounting Standards (NOV 1999)
52.232-9	Limitation on Withholding of Payments (APRIL 1984)

52.232-17	Interest (JUNE 1996)
52.232-20	Limitation of Cost (APR 1984)
52.232-22	Limitation of Funds (APR 1984) (This clause supersedes the Limitation of Cost clause found in the General Clauses of this contract.)
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (JUN 1997)
52.232-34	Payment by Electronic Funds Transfer- Other than Central Contractor Registration (MAY 1999)
52.233-1	Disputes (DEC 1998)
52.233-3	Protest After Award (AUG 1996) Alternate I (JUNE 1985)
52.237-10	Identification of Uncompensated Overtime (Oct 1997)
52.242-1	Notice of Intent to Disallow Costs (APRIL 1984)
52.242-3	Penalties for Unallowable Costs (OCT 1995)
52.242-4	Certification of Final Indirect Costs (Jan 1997)
52.242-13	Bankruptcy (JULY 1995)
52.243-2	Changes - Cost Reimbursement (AUG 1987) - Alternate II (APRIL 1984)
52.244-2	Subcontracts (AUGUST 1998)
52.244-5	Competition in Subcontracting (DEC 1996)
52.245-5	Government Property (Cost Reimbursement, Time-and-Material, or Labor-Hour Contract (JAN 1986)
52.246-5	Inspection of Services-Cost Reimbursement (APRIL 1984)
52.246-23	Limitation of Liability-(FEB 1997)

52.248-1	Value Engineering (FEB 2000)
52.249-6	Termination (Cost-Reimbursement) (SEP 1996)
52.249-14	Excusable Delays (APRIL 1984)
52.251-1	Government Supply Sources (APRIL 1984)
52.253-1	Computer Generated Forms (JAN 1991)

**DEPARTMENT OF HEALTH AND HUMAN SERVICES ACQUISITION REGULATION
(HHSAR) (48 CFR CHAPTER 3) CLAUSES**

HHSAR Clause No.	Title and Date
352.202-1	Definitions (APRIL 1984) Alternate I (APRIL 1984)
352.224-70	Confidentiality of Information (APRIL 1984)
352.228-7	Insurance - Liability to Third Persons (DEC 1991)
352.232-9	Withholding of Contract Payments (APRIL 1984)
352.233-70	Litigation and Claims (APR 1984)
352.242-71	Final Decisions on Audit Findings (APRIL 1984)
352.270-1	Accessibility of Meetings, Conferences, and Seminars to Persons With Disabilities (APRIL 1984)
352.270-6	Publication and Publicity (JUL 1991)
352.270-7	Paperwork Reduction Act (APR 1984)

The following clauses are applicable to this contract and are provided in full text:

I.2 ORDERING (OCT 1995) (FAR 52.216-18)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the contract award date through the contract expiration date.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I.3 ORDER LIMITATIONS (OCT 1995) (FAR 52.216-19)

- (a) *Minimum Order.* When the Government requires supplies or services covered by this contract in an amount of less than \$10,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum Order.* The Contractor is not obligated to honor--
 - (1) Any order for a single line item in excess of \$1,000,000;
 - (2) Any order for a combination of items in excess of \$2,000,000; or
 - (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements Clause at Subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraph (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the government may acquire the supplies or services from another source.

(End of Clause)

I.4 INDEFINITE QUANTITY (OCT 1995)(FAR 52.216-22)

- (a) This is an indefinite quantity contract for the supplies of services specified, and effective for the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause. The Contractor shall furnish to the Government, when and if ordered, the supplies and services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as "minimum."
- (c) Except for any limitations on quantities in the Order Limitations Clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified within the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 12 months after the contract expiration date.

(End of Clause)

I.5 KEY PERSONNEL (APRIL 1984)(HSAR 352.270-5)

The personnel specified in this contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer; provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. The contract may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

(End of clause)

PART III- LIST OF DOCUMENTS, EXHIBITS AND ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

<u>Attachment</u>	<u>Page Number</u>
1. List of Reference Materials	76
2. Past Performance Questionnaire and Contractor Performance Form	77-81
3. DHHS Small Disadvantaged, Hubzone and Women-Owned Small Business Subcontracting Plan	82-89
4. Proposal Intent Response Sheet	90
5. SF LLL-A, Disclosure of Lobbying Activities	91-95
6. Summary of the Expert Meeting on Bioterrorism	96

NOTE: ALL ATTACHMENTS ARE LOCATED AT THE END OF THIS REQUEST FOR PROPOSAL

PART IV. REPRESENTATIONS AND INSTRUCTIONS
SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1	HHSAR 315.406-5	Representations and Certifications
K.2	FAR 52.203-2	Certification of Independent Price Determination (APRIL 1985)
K.3	FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (APR 1991)
K.4	FAR 52.204-3	Taxpayer Identification (OCT 1998)
K.5	FAR 52.204-5	Women-Owned Business Other than Small Business (May 1999)
K.6	FAR 52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters (MAR 1996)
K.7	FAR 52.215-6	Place of Performance (OCT 1997)
K.8	FAR 52.219-1	Small Business Program Representations (MAY 1999)
K.9	FAR 52.219-22	Small Disadvantaged Business Status (Oct 1999)
K.10	FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
K.11	FAR 52.222-22	Previous Contracts and Compliance Reports (FEB 1999)
K.12	FAR 52.222-25	Affirmative Action Compliance (APRIL 1984)
K.13	FAR 52.223-13	Certification of Toxic Chemical Release Reporting (OCT 1996)
K.14	FAR 52.225-2	Buy American Act-Balance of Payments Program Certificate (FEB 2000)
K.15	FAR 52.226-2	Historically Black College or University and Minority Institution Representation (MAY 1997)
K.16	FAR 52.230-1	Cost Accounting Standards Notice and Certification (APR 1998)
K.17	FAR 15.406-2	Certificate of Current Cost and Pricing Data
K.18	P.L. 103-227	Certification Regarding Environmental Tobacco Smoke

K.1 REPRESENTATIONS AND CERTIFICATIONS

TO BE COMPLETED BY THE OFFEROR: (The Representations and Certifications must be executed by an individual authorized to bind the Offeror.)

The Offeror makes the following Representations and Certifications as part of its proposal. (Check or complete all appropriate boxes or blanks on the following pages.)

(Name of Offeror)

(RFP No.)

(Signature of Authorized Individual)

(Date)

(Typed Name of Authorized Individual)

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

K.2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)

(a) The offeror certifies that--

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

- (2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

K.3 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (FAR 52.203-11)

- (a) The definitions and prohibitions contained in the clause at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB Standard Form-LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
- (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(End of provision)

K.4 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

- (a) Definitions:

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may either be a Social Security Number or an Employer Identification Number.

- (b) All offerors are required to submit the information required in paragraph (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have an income effectively connected with the conduct of a trade or business in the United States (U.S.) and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal, state, or local government.

(e) Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(f) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.5 WOMEN-OWNED BUSINESS(Other Than Small Business) (MAY 1999) (FAR 52.204-5)

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation.[*Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.*] The offeror represents that it is ☐ is not ☐ a women-owned business concern.

(End of Provision)

**K.6 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS (MAR 1996)
(FAR 52.209-5)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

- (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgement rendered against them for: commission of fraud of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKE SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7 PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-6)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend (check applicable box) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces required information:

Place of Performance (Street
Address, City, County State,
Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than Offeror or
respondent

(End of provision)

K.8 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999) (FAR 52.219-1)

- (a)
 - (1) The standard industrial classification (SIC code for this acquisition is **8731**.
 - (2) The small business size standard is **500 employees**.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

- (1) The offeror represents as part of its offer that it [] is, [] is not a small business concern.
- (2) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this provision.]
The offeror represents, for general statistical purposes that it [] is [] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.]
The offeror represents as part of its offer that it [] is [] is not a women-owned small business concern.

(c) Definitions.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Women-owned small business concern, as used in this provision, means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall
 - (i) be punished by imposition of a fine, imprisonment, or both;
 - (ii) be subject to administrative remedies, including suspension and debarment; and
 - (iii) be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Nov 1999) As prescribed in 19.307(a)(2), add the following paragraph (b)(4) to the basic provision:

(4) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration (SBA), and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the SBA in accordance with 13 CFR part 126 and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(5)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (*The offeror shall enter the name and names of the HUBZone small business concern or concerns that are participating in the joint venture:*_____)

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

K.9 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999)(FAR 52.219-22)

(a) *General.*

This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.*

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either -

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

- (A) No material change in disadvantaged ownership and control has occurred since certification.
- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

- (C) It is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration; or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:_____)

- (c) *Penalties and Remedies.* Anyone how misrepresents any aspect of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall -

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

(End of Provision)

K.10 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999) (FAR 52.222-21)

- (a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of Clause)

K.11 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS(FEB 1999) (FAR 52.222-22)

The offeror represents that--

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.12 AFFIRMATIVE ACTION COMPLIANCE(APR 1984) (FAR 52.222-25)

The offeror represents that--

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (4) CFR 60-1 and 60-2,

or

- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirements of the rules and regulations of the Secretary of Labor.

(End of provision)

K.13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996) (FAR 52.223-13)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

- [] (i)The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
- [] (ii)The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A).
- [] (iii)The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA).
- [] (iv)The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in FAR section 19.102.
- [] (v)The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.14 BUY AMERICAN ACT-BALANCE OF PAYMENTS PROGRAM CERTIFICATE
(FEB 2000) (FAR 52.225-2)**

- (a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program - Supplies", and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (b) Foreign End Products

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

(List as necessary)

- (c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition

(End of provision)

K.15 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)(FAR 52.226-2)

- (a) *Definitions.* As used in this provision-“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration , and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1).

- (b) *Representation.* The offeror represents that it-
___ is ___ is not a Historically Black College or University;
___ is ___ is not a Minority Institution

(End of Provision)

K.16 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998) (FAR 52.230-1)

NOTE: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS-coverage pursuant to 48CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation, will be subject to the requirements of the Cost Accounting Standards Board (48 CFR, Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

- ☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity, as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant

ACO or Federal official where filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- ☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant

ACO or Federal official where filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- ☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$25 million in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR, Subpart 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a review certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR, Subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

- ☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR, Subpart 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the

offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ Yes ☐ No

(End of Provision)

ALTERNATE I (APR 1996)

☐ (5) Certificate of Disclosure Statement Due Date by Educational Institution.

If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

☐ (a) A Disclosure Statement filing Due Date of _____ has been established with the cognizant Federal agency.

☐ (b) The Disclosure Statement will be submitted within the six month period ending _____ months after receipt of this award.

Name and Address of cognizant ACO or Federal Official where Disclosure Statement is to be filed: _____

(END OF ALTERNATE I)

K.17 CERTIFICATE OF CURRENT COST OR PRICING DATA (FAR 15.406-2)

CERTIFICATE OF CURRENT COST OR PRICING DATA

When cost or pricing data are required, the contracting officer shall require the contractor to execute a Certificate of Current Cost or Pricing Data using the format in this paragraph, and shall include the executed certificate in the contract file.

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in Section 15.401 of the Federal Acquisition Regulation(FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification, in writing, to the contracting officer or the contracting officer's representative in support of _____* are accurate, complete, and current as of _____**.

This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

FIRM _____

NAME _____ Signature_____

TITLE _____

DATE OF EXECUTION*** _____

* Identify the proposal, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., Request for Proposal number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached or, if applicable, an earlier date agreed upon between the parties that is as close as practicable to the date of agreement on price.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price agreed to.

End of Certificate

K.18 ENVIRONMENTAL TOBACCO SMOKE

The Public Health Service strongly encourages all grant and contract recipients to provide a smoke-free workplace and to promote the nonuse of all tobacco products. In addition, Public Law 103-227, the Pro-Children Act of 1994, prohibits smoking in certain facilities (or in some cases, any portion of a facility) in which regular or routine education, library, day care, health care or early childhood development services are provided to children.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offeror/contractor certifies that the submitted organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

Organization:_____

Signature_____ Title_____

Date_____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates the following solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the contracting officer will make the full text available. Also, the full text of a clause may be assessed electronically at this address: <http://www.arnet.gov/far/>

- a. Federal Acquisition Regulation (FAR) (48 CFR Chapter 1) Solicitation Provisions
 - (1) 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data (OCT 1997)
 - (2) 52.215-16 Facilities Capital Cost of Money (OCT 1997)

L.2 DATA UNIVERSAL NUMBERING (DUNS) NUMBER (JUNE 1999) (FAR 52.204-6)

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
 - (1) Company name.
 - (2) Company address.
 - (3) Company telephone number.
 - (4) Line of business.
 - (5) Chief executive officer/key manager.
 - (6) Date the company was started.
 - (7) Number of people employed by the company.
 - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

**L.3 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (FEB 2000)
ALTERNATE I (OCT 1997)(FAR 52.215-1)**

(a) *Definitions.* As used in this provision –

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submissions, modification, revision, and withdrawal of proposals.*

- (i) Offerors are responsible for submitting proposals, and any modification or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.
 - (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
 - (5) Offerors shall submit proposals submitted in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
 - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
 - (7) Offers may submit revised proposals only if requested or allowed by the Contracting Officer.
 - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall —

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.*

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
 - (i) The overall evaluated cost or price and technical rating of the successful offeror.
 - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
 - (iii) A summary of the rationale for award; and
 - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(End of provision)

L.4 TYPE OF CONTRACT (APRIL 1984)(FAR 52.216-1)

The Government contemplates award of a cost reimbursement, completion type, Indefinite Delivery, Indefinite Delivery contract resulting from this solicitation.

It is anticipated that multiple awards may be made from this solicitation and that the awards will be made on/about September 1, 2000.

L.5 SINGLE OR MULTIPLE AWARDS (OCTOBER 1995)(FAR 52.216-27)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

L.6 SERVICE OF PROTEST(AUG 1996)(FAR 52.233-2)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Director, Division of Contracts Management
Agency for Healthcare Research and Quality
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 POINT OF CONTACT FOR TECHNICAL INQUIRIES

The technical contact for additional information and answering inquiries is the Contracting Officer.

All questions regarding this solicitation shall be in writing and received by the Contracting Officer no later than **June 30, 2000**. Answers to questions shall be sent to each prospective offeror by solicitation amendment.

Mail inquiries to:

Agency for Healthcare Research and Quality
Division of Contracts Management
Attention: Sharon Williams, Contracting Officer
2101 East Jefferson Street, Suite 601
Rockville, MD 20852

Fax: (301) 443-7523

L.8 REFERENCE MATERIALS

Attached to this solicitation is a list of reference material applicable to this acquisition. Failure of offerors to examine the reference material prior to proposal preparation and submission will be at the offeror's risk.

L.9 GENERAL INSTRUCTIONS

Introduction

The following instructions will establish the acceptable minimum requirements for the format and contents of proposals. Special attention is directed to the requirements for technical and business proposals to be submitted in accordance with these instructions:

- a. Contract Type and General Provisions: It is contemplated that a cost-type contract will be awarded. In addition to the special provisions of this request for proposal (RFP), any resultant contract shall include the general clauses applicable to the selected offeror's organization and type of contract awarded. Any additional clauses required by Public Law, Executive Order, or procurement regulations, in effect at the time of execution of the proposed contract, will be included.
- b. Authorized Official and Submission of Proposal: The proposal shall be signed by an official authorized to bind your (the offeror's) organization. Your proposal shall be submitted in the number of copies, to the address, and marked as indicated in the cover letter of this solicitation. Proposals will be typewritten, reproduced on letter sized paper and will be legible in all required copies. To expedite the proposal evaluation, all documents required for responding to the RFP should be placed in the following order:
 - I. COVER PAGE: Include RFP title, number, name of organization, author(s) of technical proposal, and indicate whether the proposal is an original or a copy.
 - II. TECHNICAL PROPOSAL: See Technical Proposal Instructions for recommended format (L.10).
 - III. PAST PERFORMANCE INFORMATION: See Past Performance Information Instructions for format (L.11)
 - IV. SMALL DISADVANTAGED BUSINESS PARTICIPATION PLAN: See Small Disadvantaged Business Plan Instructions for format (L.12)
 - V. BUSINESS PROPOSAL: See Business Proposal Instructions for recommended format (L.13).
- c. Separation of Technical, Past Performance Information, Small Disadvantaged Business Participation Plan and Business Proposal: The proposal shall be in four parts: (1) Technical Proposal; (2) Past Performance Information; Small Disadvantaged Business Participation Plan; and (4) Business Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently of, and concurrently with, evaluation of the other. The technical proposal shall not contain reference to cost; however resources information, such as data concerning labor hours and categories, materials, subcontracts, etc., shall be contained in the technical proposal so that your understanding of the Statement of Work (SOW) may be evaluated. It must disclose your technical approach in as much detail as possible, including, but not limited to, the requirements of the technical proposal instructions.

- d. Evaluation of Proposals: The Government will evaluate technical proposals in accordance with the criteria set forth in Section M, Evaluation/Award Criteria.
- e. Rejection of Proposals: The Government reserves the right to reject any or all proposals received. It is understood that your proposal will become part of the official contract file.
- f. Unnecessarily Elaborate Proposals: Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive visual and other presentation aids are neither necessary nor wanted.
- g. Privacy Act: The Privacy Act of 1974 (Public Law (P.L.) 93-579) requires that a Federal agency advise each individual whom it asks to supply information: 1) the authority which authorized the solicitation; 2) whether disclosure is voluntary or mandatory; (3) the principal purpose or purposes for which the information is intended to be used; (4) the uses outside the agency which may be made of the information; and 4) the effects on the individual, if any, of not providing all or any part of the requested information.

Therefore:

- (1) The Government is requesting the information called for in this RFP pursuant to the authority provided by Section 301(g) of the Public Health Service Act, as amended, and P.L. 92-218, as amended.
- (2) Provisions of the information requested are entirely voluntary.
- (3) The collection of this information is for the purpose of conducting an accurate, fair, and adequate review prior to a discussion as to whether to award a contract.
- (4) Failure to provide any or all of the requested information may result in a less than adequate review.
- (5) The information provided by you may be routinely disclosed for the following purposes:
 - to the cognizant audit agency and the General Accounting Officer for auditing;
 - to the Department of Justice as required for litigation;
 - to respond to Congressional inquiries; and
 - to qualified experts, not within the definition of Department employees for opinions as a part of the review process.

In addition, the Privacy Act of 1974 (P.L. 93-579, Section 7) requires that the following information be provided when individuals are requested to disclose their social security number.

Provision of the social security number is voluntary. Social security numbers are requested for the purpose of accurate and efficient identification, referral, review and management of AHRQ contracting programs. Authority for requesting this information is provided by Section 305 and Title IV of the Public Health Service Act, as amended.

- h. The RFP does not commit the Government to pay any cost for the preparation and submission of a proposal. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this or any acquisition action.

The Government reserves the right to award a contract without discussions if the Contracting Officer determines that the initial prices are fair and reasonable and that discussions are not necessary.

L.10 TECHNICAL PROPOSAL INSTRUCTIONS

The technical proposal shall contain an original and twelve (12) copies. The technical proposal described below shall be limited to **125 pages** not including resumes or bibliographies, with no less than a 11 point pitch, with the majority of the text double-spaced (lists of deliverables, person loading charts, and similar materials need not be double-spaced, so long as they are legible).

a. Recommended Technical Proposal Format

To assist in the expeditious and comprehensive evaluation of your proposal, the Government desires that you follow the guidelines and format listed below:

- (1) Cover Page: The name of the proposing organization, author(s) of the technical proposal, the RFP number and the title of the RFP should appear on the cover. One (1) manually signed original copy of the proposal and the number of copies specified in the RFP cover letter are required.
- (2) Table of Contents: Provide sufficient detail so that all important elements of the proposal can be located readily.
- (3) Introduction: This should be a one or two page summary outlining the proposed work, your interest in submitting a proposal, and the importance of this effort in relation to your overall operation.
- (4) Technical Discussion: The offeror shall prepare a technical discussion which addresses evaluation criteria 1, 2, 3, 4, and 5 below. Evaluation criteria 6 and 7 are to be prepared in accordance with Sections L.11 and L.12. The offeror shall further state that no deviations or exceptions to the SOW are taken. The evaluation criteria are as follows:
 1. Understanding the Problem
 2. Technical Approach
 3. Management Plan
 4. Key Personnel
 5. Facilities
 6. Past Performance (See Section L.11)
 7. Small Disadvantaged Business Participation Plan (See Section L.12)

Technical proposals submitted in response to this RFP shall address each of the items described below, and shall be organized in the same manner and within the page limitations specified. Proposals shall be prepared in double-spaced format, with numbered pages.

1. Understanding the Problem

The offeror shall discuss the implications for innovation and sophistication in the design, documentation, and execution of the task orders to approach a threat in which the risk of catastrophic morbidity and mortality is very high; the ability to predict the etiology, timing, and location of the event is by no means assured; and the fund of accumulated practical experience available is minimal. This discussion shall make specific reference to the very broad range of sources of information needed to make inferences about what practices can be recommended for transfer to the clinical setting. The discussion should devote particular attention to the advantages of collaboration with academic medical or public health institutions.

2. Technical Approach

The offeror shall prepare a proposal for applying technical expertise in clinical medicine, public health, medical microbiology, educational psychology, and the fundamental techniques of health services research (including cost-effectiveness analysis, information technology and sciences, meta-analysis, outcomes research, quality measurement and improvement, operations research, management sciences, and technology assessment) to answer the seven research questions: (1) What is the current capacity of surveillance and detection systems to mine data for rare events? (2) What is the experience with surveillance and detection systems in other industries? (3) What is the current state of the art of on-line decision-support systems? (4) What can be learned from other industries about decision-support systems? (5) What is the best way to train clinicians to deal with rare events? (6) Are there innovative approaches to training clinicians for rare events like bioterrorist attacks? (7) What is the current capacity of the nation's hospitals to respond to a bioterrorist attack, and what enhancements are needed to develop sufficient capacity to respond?

3. Management Plan

The qualified offeror should demonstrate an appropriate organizational structure and management system, including the management of the personnel assigned to each task and the labor hours proposed, the plan for ensuring the availability of adequate staff, the plan for reporting the required technical and cost information to the Government, the system for maintaining efficient use of resources, the plan for responding to special requests on short notice, and planned methods for assuring the successful completion of all tasks within the time and budget allocated. Potential offerors must also show sufficient staff with the skills and experience to be fully operational within 30 days of the start of a contract.

Several tasks may require significant collaboration between researchers and academic medical or public health institutions. Offerors shall demonstrate that they have structures and processes in place for facilitating successful collaboration with and between these groups. Offerors should describe the structures and processes that they intend to use to facilitate successful collaboration with these groups while maintaining the scientific integrity of the research.

The majority of task orders issued under this contract are to be completed in twelve (12) months.

Offerors should describe the overall plan for organizing, staffing, and managing the tasks required under this task order contract. The offeror shall explain how this management and staffing plan will enable the offeror to start projects quickly, ensure that qualified personnel will be available for individual task orders, potentially conduct more than one task order concurrently, complete complex tasks within narrow time frames, and assure quality of products.

Offerors should also specify how the contractor, consultants and/or subcontractors will work together to assure timely, quality research products.

4. Key Personnel

The offeror must have permanent staff with demonstrated experience in the areas set out above. That is, qualified offerors will have a project director and subordinate personnel who among them have at least 5 years of experience in each of the following disciplines: (1) primary care and/or emergency medicine, (2) public health, (3) medical education, (4) information technology, and (5) cost-effectiveness analysis.

The offeror shall provide the resumes of all key personnel (those included in Class Levels I, II and III below) describing their qualifications as they relate to the requirements of this solicitation. This includes research or managerial leaders from the academic medical or public health institutions with which it is collaborating who may be involved in completing the tasks and activities described. Resumes of consultants or subcontractors in these classes (I, II, and III) should also be included and be clearly identified as such.

The offeror is expected to be specific in describing the proposed personnel and their relevant qualifications and experience, including their background and experience in working in health services research. Senior and associate management and professional research personnel (those in Class I and II) are considered critical to the successful completion of short-term (12 months), high-priority projects required under this task order contract. The offeror shall clearly describe the roles of such staff, including how responsibilities will be divided, decisions made, work monitored, and quality assured.

Additionally, offerors shall clearly describe the roles of research and managerial leaders from the academic medical or public health institutions, their ability to facilitate successful collaborative research, and major health services research initiatives they may currently oversee or manage related to the research required under this contract. Major health services research initiatives shall be defined on the basis of magnitude of study population, extent of interdisciplinary and multi-institutional collaboration, duration of data acquisition, sophistication of protocol design and data analysis, and size of study budget.

Offerors are not required to have all types of expertise available on a full-time basis. To ensure adequate management of tasks under typical task orders, however, offerors shall demonstrate that there will be highly qualified senior and associate personnel (those included in Class I and II) available on a day-to-day basis with the general qualifications and experience required to oversee the task order contract and specific task orders. These individuals should be regular employees and be readily available to conduct or manage specific task orders that may be issued.

Apart from meeting the specific qualifications stipulated above, offerors are not necessarily expected to have highly specialized research and clinical personnel in all potential research areas. However, offerors must demonstrate that they have access to a range of specialized research and clinical expertise within their own institution or affiliated organizations, through consulting and subcontracting arrangements, or significant experience in identifying, accessing, and working with such personnel to successfully conduct and complete timely research.

Planned subcontracting and consulting relationships, and other special organizational relationships, shall be described in detail. The offeror shall provide letters of intent from proposed consultants and subcontractors to carry out work under this task order contract.

Offerors shall provide appropriate staff for work on task orders, including personnel in the following labor categories:

Class I:

Senior management personnel, normally holding a relevant doctoral degree, with a minimum of five years experience in conducting health services research. Knowledge and experience with many the tasks described in Section C.2 is most desirable. This class of personnel should also have management experience that reflects an ability to command organizational resources and direct staff within the broader organization.

Class II:

Associate management or professional personnel, normally holding an advanced degree, with a minimum of five years experience in conducting health services research. Knowledge and experience with the tasks described in C.2 is desirable.

Class III:

Intermediate technical personnel, normally holding a BS or BA degree and at least three years experience in technical activities of which at least two are relevant to areas required to complete the types of research noted above. The person is capable of carrying out independent assignments with minimal supervision or acting as a leader of small projects. This includes specialists in computer programming, survey design, qualitative research methods, such as interviewing, etc.

Class IV:

Junior analysts, normally holding a BS or BA degree, with three years or less experience in technical areas. Includes research assistants and junior personnel who regularly assist analysts and specialists on routine technical work, such as data cleaning and editing, scheduling interviews, collecting background materials, etc.

Class V:

Other technical staff such as editors.

Class VI:

Support staff as needed.

Offerors should describe the nature, duration, and extent of their previous collaboration with academic medical or public health institutions and indicate the extent to which such collaboration is assured for the scope of the offering.

The Project director must also have experience that demonstrates (1) excellent overall skills in project management that include substantive and technical areas, teamwork, budget management, cost control, flexibility, and the ability to produce deliverables on time, within budget, and with exceptionally high technical quality; (2) excellent verbal communication skills with the project officer and in meetings and presentations; and (3) excellent written English. There will be periodic interaction between agency research staff and the offeror's staff, so suitable logistical plans to facilitate communications and meetings must be addressed. Concerns that respond to this notice must furnish concise responses directed specifically to the requirements mentioned above. Sources possessing experience and demonstrated capability to accomplish the above are to supply pertinent information in sufficient detail to demonstrate the ability to perform the required services. In particular, information about the number of staff currently employed by the firm who are available and are qualified to meet AHRQ's requirements should be provided on all personnel. Information furnished must include background information, resumes, and proof of employment of qualified staff.

5. FACILITIES

Potential offerors must demonstrate that they have suitable, high-quality and cost-efficient computers and other facilities and equipment available for the performance of all requirements of this acquisition. Information furnished must include a description of general and specific facilities sufficient for AHRQ staff to perform a proper evaluation.

L.11 Past Performance Information

Offerors shall submit the following information in an original and ten (10) copies as part of their proposal for both the offeror and proposed major subcontractors:

- (1) Provide a listing of the offeror's recently completed (within the last 3 years - since January 1, 1997) and ongoing work (contracts and grants) directly related to the requirements of this acquisition. This listing shall include a brief description of each relevant project. Contracts or grants may include those entered into by the Federal Government, agencies of State and local governments and commercial customers. Offerors that are newly formed entities without prior contracts/grants should provide evaluation forms for contracts/grants and subcontracts as required above for all key personnel.

Include the following information for each contract, subcontract or grant:

- A. Name of contracting/grant activity
 - B. Contract/Grant number
 - C. Contract/Grant type
 - D. Total contract/grant value
 - E. Brief description of Contract/Grant
 - F. List of publications and reports from those projects
 - G. Contracting Officer and telephone number
 - H. Program Manager and telephone number
 - I. Administrative Contracting Officer, if different from F., and telephone number
 - J. List of major subcontractors
- (2) The offeror may provide information on problems encountered on the contracts, grants and subcontracts identified in (1) above and corrective actions taken to resolve those problems. Offerors should not provide general information on their performance on the identified contracts/grants. General performance information will be obtained from the evaluation forms.
- (3) The offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Identify what segment of the company (one division or the entire company) that received the award or certification. Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.
- (4) Each offeror will be evaluated on his/her performance under existing and prior contracts for similar products or services. Performance information will be used for both responsibility determinations and as an evaluation factor against which offerors' relative rankings will be compared to assure best value to the Government. The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration.

The attached Past Performance Questionnaire and Contractor Performance Form shall be completed by those contracting organizations listed in (1) above. The evaluation forms shall be completed and forwarded directly to the following:

Sharon Williams
Agency for Healthcare Research and Quality
Contracts Management Staff
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

FAX: 301-443-7523

Evaluation forms must be received by **July 31, 2000** in order to be included in the review process. It is the responsibility of the offeror to ensure that these documents are forwarded to the Contracting Officer.

L.12 Small Disadvantaged Business Participation Plan

In accordance with FAR Part 15.304(c)4, the extent of participation of Small Disadvantaged Business (SDB) concerns in performance of the contract shall be evaluated in unrestricted acquisitions expected to exceed a total estimated cost of \$500,000 (\$1,000,000 for construction) subject to certain limitations (see FAR 19.201 and 19.1202).

- A. All offerors, regardless of size, shall submit the following information **in one clearly marked section** of their business proposal.

A plan on the extent of participation of Small Disadvantaged Business concerns in performance of the contract. Participation in performance of the contract includes the work expected to be performed by SDB concern(s). This can include SDB (as prime contractor), joint ventures, teaming arrangements, and subcontracts. Include the following information in SDB participation plans:

1. The extent of an offeror's commitment to use SDB concerns. Commitment should be as specific as possible, i.e., are subcontract arrangements already in place, letters of commitment, etc. Enforceable commitments will be weighted more heavily than non-enforceable ones.
2. Specifically identify the SDB concerns with point of contact and phone number.
3. The complexity and variety of the work SDB concerns are to perform.
4. Realism for the use of SDB in the proposal.
5. Past performance of the Offeror in complying with subcontracting plans for SDB concerns.
6. Targets expressed as dollars and percentage of total contract value for each participating SDB; which will be incorporated into and become part of any resulting contract.
7. The extent of participation of SDB concerns in terms of the total acquisition.

- B. SDB participation information will be used for both responsibility determinations and as an evaluation factor against which offeror's relative rankings will be compared to assure the best value to the Government. The Government will focus on information that demonstrates realistic commitments to use SDB concerns relative to the size and complexity of the acquisition under consideration. The Government is not required to contact all references provided by the offeror. Also, references other than those identified by the offeror may be contacted by the Government to obtain additional information that will be used in the evaluation of the offeror's commitment to SDB participation.

L.13 BUSINESS PROPOSAL

The offeror shall submit as part of the proposal a separate enclosure titled "Business Proposal." The Business Proposal shall include the Cost/Price Proposal, the Small Business Subcontracting Plan and Other Administrative Data in accordance with the following:

A. Cost/Price Proposal

A cost proposal, in the amount of an original and ten (10) copies, shall be provided only to the extent that it shall include:

1. Certified, unloaded, labor rates for individuals expected to work on a project of this size and nature (Class Levels I through VI , see Sections B.3 and L.10).
2. Certified documentation indicating that the offeror has a cost accounting system in place which allows for the collection, tracking and reporting of all costs under a cost reimbursement-type contract.
3. Certified documentation that the offeror has a current indirect cost rate agreement in place with a federal agency or that is in the process of obtaining or revising such an agreement. A copy of the indirect cost rate agreement or the proposed rate agreement shall be provided.

- B. Small Business Subcontracting Plan: All offerors except for small businesses are required to submit a subcontracting plan in accordance with the Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, FAR 52.219-9, incorporated in this solicitation. A copy of the AHRQ model subcontracting plan is provided as an attachment to this solicitation. If the model plan is not used, all elements outlined must be addressed in the offeror's format. **If the offeror is a not a small business and fails to submit a subcontracting plan with the initial proposal, the offeror will be considered nonresponsive and their proposal will be returned without further consideration.** The subcontracting plan should be submitted with the business proposal.

This provision does not apply to small business concerns. This provision does apply to all other offerors, including large business concerns, colleges, universities, and non-profit organizations.

The term “subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for the performance of the original contract or subcontract. This includes, but is not limited to, agreements/purchase orders for supplies and services such as equipment purchase, copying services, and travel services.

The offeror understands that:

- a. No contract will be awarded unless and until an acceptable plan is negotiated with the Contracting Officer. The plan will be incorporated into the contract.
- b. An acceptable plan must, in the determination of the Contracting Officer, provide the maximum practicable opportunity for small business concerns and small business concerns owned and controlled by socially and economically disadvantaged persons to participate in the performance of the contract.
- c. If a subcontracting plan acceptable to the Contracting Officer is not negotiated within the time limits prescribed by the contracting activity and such failure arises out of causes within the control and with the fault or negligence of the offeror, the offeror shall be ineligible for award. The Contracting Officer shall notify the Contractor in writing of the reasons for determining a subcontracting plan unacceptable early enough in the negotiation process to allow the Contractor to modify the plan within the time limits prescribed.
- d. Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- e. It is the offeror’s responsibility to develop a satisfactory subcontracting plan with respect to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals, and women-owned small business concerns, and that each such aspect of the offeror’s plan will be judged independent of the other.
- f. The offeror will submit, as required by the Contracting Officer, subcontracting reports in accordance with the instructions thereon, and as further directed by the Contracting Officer. Subcontractors will also submit these reports to the Government’s Contracting Officer or as otherwise directed, with a copy to the prime Contractor’s designated small and disadvantaged business liaison.
- g. For this particular acquisition, the AHRQ recommended goal (as a percentage of total contract value for the base period) is **23% for Small Businesses**, which shall include at least **5%** (as a percentage of total contract value for the base period) for **Small Disadvantaged Businesses**, at least **5%** (as a percentage of total contract value for the base period) for **Women-Owned Small Businesses**, and at least **1.5%** (as a percentage of total contract value for the base period) for **HUBZone Small Businesses**. These goals represent AHRQ’s expectation of the minimum level for subcontracting with small business at the prime contract level. Any goal stated less than the AHRQ recommended goal shall be justified and is subject to negotiation.

C. Other Administrative Data

- (1) Terms and Conditions: The proposal shall stipulate that it is predicated upon the terms and conditions of the RFP. In addition, it shall contain a statement to the effect that it is firm for a period of at least 120 days from the date of receipt thereof by the Government.

Minimum Bid Acceptance Period (April 1984)

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of bids.
 - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
 - (c) The Government requires a minimum acceptance period of 120 days.
 - (d) A bid allowing less than the Government's minimum acceptance period may be rejected.
 - (e) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (i) the acceptance period stated in paragraph (c) above, or (ii) any longer acceptance period stated in paragraph (d) above.
- (2) Authority to Conduct Negotiations: The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations and to execute contracts.
- (3) Property:
- (a) It is HHS policy that contractors will provide all equipment and facilities necessary for performance of contracts. Exception may be granted to furnish Government-owned property, or to authorize purchase with contract funds, only when approved by the contracting officer. If additional equipment must be acquired, you shall include the description, estimated cost of each item and whether you will furnish such items with your own funds.
 - (b) You shall identify Government-owned property in your possession and/or property acquired from Federal funds to which you have title, that is proposed to be used in the performance of the prospective contract.
 - (c) The management and control of any Government property shall be in accordance with HHS Publication (OS) 74-115 entitled, Contractor's Guide for Control of Government Property" 1990, a copy of which will be provided upon request.

- (4) Royalties: You shall furnish information concerning royalties which are anticipated to be paid in connection with the performance of work under the proposed contract.
- (5) Commitments: You shall list other commitments with the Government relating to the specified work or services and indicate whether these commitments will or will not interfere with the completion of work and/or services contemplated under this proposal.
- (6) Financial Capacity: You shall provide sufficient data to indicate that you have the necessary financial capacity, working capital, and other resources to perform the contract without assistance from any outside source. If not, indicate the amount required and the anticipated source. (Financial data such as balance sheets, profit and loss statements, cash forecasts, and financial histories of your organization's affiliated concerns should be utilized.)
- (7) Performance Capability: You shall provide acceptable evidence of your "ability to obtain" equipment, facilities, and personnel necessary to perform the requirements of this project. If these are not represented in your current operations, they should normally be supported by commitment or explicit arrangement, which is in existence at the time the contract is to be awarded, for the rental, purchase, or other acquisition of such resources, equipment, facilities, or personnel. In addition, you shall indicate your ability to comply with the required or proposed delivery or performance schedule taking into consideration all existing business commitments, commercial as well as Government.
- (8) **Representations and Certifications: Section K, "Representations and Certifications and Other Statements of Offerors" shall be completed and signed by an official authorized to bind your organization. This section shall be made a part of the original business proposal**

L.14 SELECTION OF OFFERORS

- a. The acceptability of the technical portion of each contract proposal will be evaluated by the technical review committee. The committee will evaluate each proposal in strict conformity with the evaluation criteria of the RFP, utilizing point scores and written critiques. The committee may suggest that the Contracting Officer request clarifying information from an offeror.
- b. The business portion of each contract proposal will be subjected to a limited cost review, management analysis, small business plan analysis, etc.
- c. The Contracting Officer will, in concert with program staff, evaluate past performance and the Small Disadvantaged Business Participation Plan of the technically acceptable offerors and decide which proposals are in the competitive range. Oral or written discussions will be conducted with all offerors in the competitive range, if necessary. All aspects of the proposals are subject to discussions, including cost, technical approach, past performance, Small Disadvantaged Business Participation Plan and contractual terms and conditions. Final Proposal Revisions will be requested with the reservation of the right to conduct limited negotiations after submission of the Final Proposal Revisions.

- d. A final best-buy analysis will be performed taking into consideration the results of the technical evaluation, cost analysis, past performance, small disadvantaged business utilization plan, and ability to complete the work within the Government's required schedule. The Government reserves the right to make an award to the best advantage of the Government, technical merit, cost, past performance, and other factors considered.
- e. The Government reserves the right to make a single award, multiple awards, or no award at all to the RFP.

SECTION M - EVALUATION FACTORS FOR AWARD

- M.1** Selection of an offeror for contract award will be based on an evaluation of proposals against four factors and award will be made to that responsible offeror whose proposal is most advantageous to the Government. The four factors are: technical, cost, past performance, and the small disadvantaged business (SDB) subcontracting plan. The technical proposal will receive paramount consideration in the selection of the Contractor(s) for this acquisition. Offerors that submit technically acceptable proposals will then be evaluated for past performance and for their Small Disadvantaged Business Subcontracting Plan. Following the evaluation of the offeror's past performance and Small Disadvantaged Business Participation Plan, a competitive range will be determined.
- M.2** All evaluation factors, other than cost or price, when combined are significantly more important than cost or price. However, cost/price may become a critical factor in source selection in the event that two or more offerors are determined to be essentially equal following the evaluation of all factors other than cost or price. In any event, the Government reserves the right to make an award to that offeror whose proposal provides the best overall value to the Government. The Government reserves the right to make a single award, multiple awards, or no award at all.

THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD WITHOUT DISCUSSION

- M.3** All proposals will be reviewed in accordance with the governing regulations and AHRQ policies and procedures. The technical proposal, past performance information and Small Disadvantaged Business Participation Plan will be evaluated in terms of the offeror's responses to each of the evaluation factors. Each proposal will be evaluated on the likelihood of meeting the Government's requirements. The evaluation factors and assigned weights which will be used in the overall review of the offeror's proposal are outlined below. The technical proposal shall consist of the responses to evaluation criteria 1 through 5. The offeror should show that the objectives stated in the proposal are understood and offer a logical program for their achievement. The following criteria will be used to evaluate proposals and will be weighted as indicated in establishing a numerical rating for all proposals submitted. Factors facilitating the evaluation of each criteria below are referenced in the corresponding criteria found in Section L of this solicitation:

OFFERORS PLEASE NOTE: Evaluation Criteria 1 through 5, for a total of 100 points, will be evaluated by a peer review technical committee, who will also recommend technical acceptability or unacceptability of the proposal. Program staff and contracting personnel will review and evaluate Criteria 6 and 7, for a total of 25 points. The total possible points for Evaluation Criteria 1 through 7 is 125 points.

Evaluation Criteria**Weight****1. Understanding the Problem****25**

Potential offerors will be evaluated on the degree to which they demonstrate an understanding of the requirements and objectives of this initiative and the problems that are likely to be encountered.

2. Technical Approach**25**

The proposal shall be evaluated on the documentation of technical expertise in clinical medicine, public health, medical microbiology, and educational psychology, as well as in the fundamental techniques of health services research, including cost-effectiveness analysis, information technology and sciences, meta-analysis, outcomes research, quality measurement and improvement, operations research, management sciences, and technology assessment.

3. Management Plan**20**

The ability to achieve the delivery of performance requirements through an appropriate organizational structure and management systems, including the management of the personnel assigned to each task and the labor hours proposed, the plan for ensuring the availability of adequate staff, the plan for reporting the required technical and cost information to the Government, the system for maintaining efficient use of resources, the plan for responding to special requests on short notice, and planned methods for assuring the successful completion of tasks within the time and budget allocated shall be evaluated. Potential offerors shall also be evaluated upon the demonstration of sufficient staff with the skills and experience to be fully operational within 30 days of the start of a contract.

4. Key Personnel**25**

The background, skills, professional experience and education of key personnel in health services research and the degree and extent of prior experience collaborating with academic medical or public health institutions shall be evaluated. Proposals will be evaluated on the degree to which the offeror is able to provide personnel possessing the qualifications listed in Section L.

5. Facilities**05**

Proposals will be evaluated on the demonstration by potential offerors that they have suitable general and specific facilities, including high-quality and cost-efficient computers and other facilities and equipment, available for the performance of all requirements of this acquisition.

TOTAL POINTS**100**

6. Past Performance

20

Offerors will be evaluated on their past performance(since January 1, 1997).

The offerors' past performance will be evaluated on the basis of the following factors:

- (a) Quality: How well the contractor conformed to the performance standard in providing the research services or achieved the stated objective of the contract or grant. Quality will be evaluated by the personnel provided, the level of effort agreed to in the contract statement of work or grant, and quality of final products (e.g., written reports).
- (b) Timeliness: How well the contractor adheres to time-tables and delivery schedules in providing the research services or products. Consideration is given to contractor's effort to recommend and/or take corrective actions to keep the contract or grant on schedule.
- (c) Customer-satisfaction: Rates the professional and cooperative behavior of the contractor or grantee with the client.
- (d) Cost control: Rates the cost-effectiveness of the contractor or grantee in conducting the research.

Assessment of the offeror's past performance will be one means of evaluating the credibility of the offeror's proposal, and relative capability to meet performance requirements.

The completed questionnaires will provide a basis for determining past performance evaluation as well as information obtained from the references listed in the proposal, other customers known to the Government, consumer protection organizations, and others who may have useful and relevant information. Information will also be considered regarding any significant subcontractors and key personnel records. Past performance will be scored on a range from 0 to 20, with 20 being the most favorable.

Evaluation of past performance will often be quite subjective based on consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has consistently demonstrated a commitment to customer satisfaction and timely delivery of services at fair and reasonable prices.

The assessment of the offeror's past performance will be used as a means of evaluating the relative capability of the offeror and the other competitors. Thus, an offeror with an exceptional record of past performance may receive a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

By past performance, the Government means the offeror's record of conforming to specifications and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the offeror's adherence to contract schedules, including the administrative aspects of performance; the offeror's reputation for reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the offeror's business-like concern for the interest of the customer.

The Government will consider the number or severity of an offeror's problems, the effectiveness of corrective actions taken, the offeror's overall work record, and the age and relevance of past performance information.

The lack of a performance record may result in an unknown performance risk assessment, which will neither be used to the advantage nor disadvantage of the offeror.

The Government reserves the right to evaluate relevant past performance information not specifically provided by the offeror.

7. Small Disadvantaged Business Participation Plan (5 points)

The evaluation will be based on information obtained from the plan provided by the offeror, the realism of the proposal, other relevant information obtained from named SDB concerns, and any information supplied by the offeror concerning problems encountered in SDB participation.

Evaluation of the SDB Participation Plan will be a subjective assessment based on a consideration of all relevant facts and circumstances. It will not be based on absolute standards of acceptable performance. The Government is seeking to determine whether the offeror has demonstrated a commitment to use SDB concerns for the work that it intends to perform as the prime contractor.

The assessment of the offeror's SDB Participation Plan will be used as a means of evaluating the relative capability and commitment of the offeror and the other competitors. Thus, an offeror with an exceptional record of participation with SDB concerns may receive more points and a more favorable evaluation than another whose record is acceptable, even though both may have acceptable technical proposals.

SDB participation will be scored with offerors receiving points from 0 to 5, with 5 being the most favorable.

Attachment 1

List of Reference Materials

The following document is at Attachment 6 (without the agenda and participant list). A complete copy is available on request from the Center for Primary Care Research, AHRQ, 2101 East Jefferson Street, Rockville, MD 20852:

Agency for Healthcare Research and Quality, Summary of the Expert Meeting on Bioterrorism, February 18, 2000. Prepared by Health Systems Research, Inc., Washington, DC.

The following references may also be of use and should be sought directly from the relevant Government sources or medical libraries:

Centers for Disease Control and Prevention. Biological and Chemical Terrorism: Strategic Plan for Preparedness and Response. Recommendations of the CDC Strategic Planning Workgroup. MMWR 2000;49(No.RR-4):1-14. (Available on the CDC web-site at www.cdc.gov/epo/mmwr/preview/mmwrhtml/rr4904a1.htm).

Department of Health and Human Services. HHS Initiative Prepares for Possible Bioterrorism Threat. HHS Fact Sheet. March 2, 2000. (Available on the DHHS web-site at <http://waisgate.hhs.gov/cgi-bin/waisgate?WAISdocID=821163687+6+0+0&WAISSaction=retrieve>.)

Department of Health and Human Services. Public Health and Social Services Emergency Fund. FY 2000 Operating Plan. Anti-Bioterrorism Initiative - \$259,513,000. Revised February 9, 2000.

Institute of Medicine and National Research Council. Chemical and Biological Terrorism: Research and Development to Improve Civilian Medical Response. Washington: National Academy Press, 1999.

Klein M, Kaufmann AF. Principles for emergency response to bioterrorism. Ann Emerg Med. 1999;34:177-182.

Osterholm MT. The medical impact of a bioterrorist attack. Is it all media hype or clearly a potential nightmare? Postgrad Med 1999;106:121-124, 129-130.

Attachment 2

PAST PERFORMANCE QUESTIONNAIRE

PART ONE: INSTRUCTIONS

The offeror listed below has submitted a proposal in response to the Agency for Healthcare Research and Quality (AHRQ) Solicitation No. AHRQ-00-0009, entitled "Bioterrorism Initiative." Past performance is an important part of the evaluation criteria for this acquisition, so input from previous customers of the offeror is important. This office would greatly appreciate you taking the time to complete this form.

This information is to be provided to Mrs. Sharon Williams, the AHRQ Contracting Officer and is NOT to be disclosed to the offeror either verbally or in writing. Please provide an honest assessment and return to AHRQ to the address shown below, no later than **July 31, 2000**. If you have any questions, please contact Mrs. Sharon Williams at (301) 594-7192.

Mrs. Sharon Williams
Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

FAX: (301) 443-7523

NAME OF OFFEROR: _____

ADDRESS: _____

Contractor Performance Form

1. Name of Contractor: _____
2. Address: _____

3. Contract/Grant Number: _____
4. Contract/Grant Value (Base Plus Options): _____
5. Contract/Grant Award Date: _____
6. Contract/Grant Completion Date: _____
7. Type of Contract/Grant: (Check all that apply) ()FP ()FPI ()FP-EPA
() Award Fee () CPFF-Completion () CPFF-Term () CPIF () CPAF
() IO/IQ () BOA () Requirements () Labor-Hour ()T&M () SBSA
()8(a) ()SBIR () Sealed Bid()Negotiated()Competitive ()Non-Competitive
8. Description of Requirement:

CONTRACTOR'S PERFORMANCE RATING

Ratings: Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see reverse page for explanation of rating scale.

Quality of Product or Service	Comments	0 1 2 3 4 5
Cost Control	Comments	0 1 2 3 4 5
Timeliness of Performance	Comments	0 1 2 3 4 5
Business Relations	Comments	0 1 2 3 4 5

Customer Satisfaction - Is/was the Contractor committed to customer satisfaction? __Yes__ No ;
Would you use this Contractor again? __Yes__No
Reason:

NAME OF EVALUATOR: _____

TITLE OF EVALUATOR: _____

SIGNATURE OF EVALUATOR: _____

DATE: _____

MAILING ADDRESS: _____

PHONE #: _____

Rating Guidelines: Summarize contractor performance in each of the rating areas. Assign each area a rating 0(Unsatisfactory), 1(Poor), 2(Fair), 3(Good), 4(Excellent) 5(Outstanding). Use the following instructions as guidance in making these evaluations.

	Quality	Cost Control	Timeliness of Performance	Business Relation
	-Compliance with contract requirements -Accuracy of reports -Technical excellence	-Within budget(over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actual -Cost efficiencies -Change orders issue	-Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract adm -No liquidated damages assessed	-Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective small/small disadvantaged business sub-contracting program
0-unsatisfactory	Nonconformances are jeopardizing the achievement of contract requirements, despite use of Agency resources	Ability to manage cost issues is jeopardizing performance of contract requirements, despite use of Agency resources	Delays are jeopardizing the achievement of contract requirements, despite use of Agency's resources	Response to inquiries, technical/service/administrative issues is not effective
1-Poor	Overall compliance requires major Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires major Agency resources to ensure achievement of contract requirements	Delays require major Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is marginally effective
2-Fair	Overall compliance requires minor Agency resources to ensure achievement of contract requirements	Ability to manage cost issues requires minor Agency resources to ensure achievement of contract requirements	Delays require minor Agency resources to ensure achievement of contract requirements	Response to inquiries, technical/service/administrative issues is somewhat effective
3-Good	Overall compliance does not impact achievement of contract requirements	Management of cost issues does not impact achievement of contract requirements	Delays do not impact achievement of contract requirements	Response to inquiries, technical/service/administrative issues is usually effective
4-Excellent	There are no quality problems	There are no cost management issues	There are no delays	Response to inquiries, technical/service/administrative issues is effective

5-Outstanding. The Contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances where Contractor performance clearly exceeds the performance levels described as "Excellent."

Attachment 3

**DHHS SMALL, SMALL DISADVANTAGED, HUBZone AND WOMEN-OWNED SMALL BUSINESS
SUBCONTRACTING PLAN**

DATE OF PLAN: _____

CONTRACTOR: _____

ADDRESS: _____

DUNN & BRADSTREET NUMBER: _____

SOLICITATION OR CONTRACT NUMBER: _____

ITEM/SERVICE (Description):

_____TOTAL CONTRACT AMOUNT: \$ _____
Total contract or
Base-Year, if options

\$ _____	\$ _____	\$ _____	\$ _____
Option #1	Option #2	Option #3	Option #4
(if applicable)	(if applicable)	(if applicable)	(if applicable)

TOTAL MODIFICATION AMOUNT, IF APPLICABLE \$ _____

TOTAL TASK ORDER AMOUNT, IF APPLICABLE \$ _____

PERIOD OF CONTRACT PERFORMANCE (Month, Day & Year): _____

The following is a suggested model for use when developing subcontracting plans as required by P.L. 95-507 and implemented by Federal Acquisition Regulations (FAR) Subpart 19.7. While this model plan has been designed to be consistent with statutory and regulatory requirements, other formats of a subcontracting plan may be acceptable; however, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer when a subcontracting plan is required. Further, the use of this model is not intended to waive other requirements that may be applicable under statute or regulation. "SUBCONTRACT," as used in this clause, means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Subcontracting Plan
(Rev. October 1999)

1. Type of Plan (check one)

_____ Individual plan (all elements developed specifically for this contract and applicable for the full term of this contract).

_____ Master plan (goals developed for this contract) all other elements standardized and approved by a lead agency Federal Official; must be renewed every three years and contractor must provide copy of lead agency approval.

_____ Commercial products/service plan, including goals, covers the offeror's fiscal year and applies to the entire production of commercial items or delivery of services sold by either the entire company or a portion thereof (e.g., division, plant, or product line); this includes planned subcontracting for both commercial and Government business.

2. Goals

State separate dollar and percentage goals for Small Business (SB), Small Disadvantaged Business (SDB), Woman-owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone) Small Business and "Other than small business (OTHER) as subcontractors, for the base year and each option year, as specified in FAR 19.704 (break out and append option year goals, if applicable) or project annual subcontracting base and goals under commercial plans.

a. Total estimated dollar value of ALL planned subcontracting, i.e., with ALL types of concerns under this contract is \$_____.

b. Total estimated dollar value and percent of planned subcontracting with SMALL BUSINESSES (including SDB, WOSB and HUBZone SB): (% of "a")
\$ _____ and _____%

c. Total estimated dollar value and percent of planned subcontracting with SMALL DISADVANTAGED BUSINESSES: (% of "a") \$ _____ and _____%

d. Total estimated dollar value and percent of planned subcontracting with WOMAN-OWNED SMALL BUSINESSES: (% of "a") \$ _____ and _____%

e. Total estimated dollar and percent of planned subcontracting with HUBZone SMALL BUSINESSES: (% of "a") \$ _____ and _____%

f. Total estimated dollar and percent of planned subcontracting with "OTHER" THAN SMALL BUSINESSES:
(% of "a") \$ _____ and _____%

Subcontracting Plan
(Rev. October 1999)

Provide a description of ALL the products and/or services, to be subcontracted under this contract, and indicate the size and type of business supplying them (check all that apply).

Product/Service	Other	SB	SDB	WOSB	HUBZoneSB

g. Provide a description of the method used to develop the subcontracting goals for small, small disadvantaged, woman-owned and HUBZone small business concerns. Address efforts made to ensure that maximum practicable subcontracting opportunities have been made available for those concerns and explain the method used to identify potential sources for solicitation purposes. Explain the method and state the quantitative basis (in dollars) used to establish the percentage goals. Also, explain how the areas to be subcontracted to small, small disadvantaged, woman-owned and HUBZone small business concerns were determined and how the capabilities of these concerns were considered for subcontract opportunities. Identify any source lists or other resources used in the determination process. (Attach additional sheets, if necessary.)

h. Indirect costs have _____ have not _____ been included in the dollar and percentage subcontracting goals above (check one).

i. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small, small disadvantaged, woman-owned, and HUBZone small business concerns.

3. Program Administrator :

NAME/TITLE: _____

ADDRESS: _____

TELEPHONE/E-MAIL: _____

Duties: Has general overall responsibility for the company's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of those subcontracting plans. Other duties include, but are not limited to, the following activities:

- f. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, woman-owned and HUBZone small business concerns; and for assuring that these concerns are included on the source lists for solicitations for products and services they are capable of providing.
- g. Developing and maintaining bidder source lists of small, small disadvantaged, woman-owned and HUBZone small business concerns from all possible sources;
- h. Ensuring periodic rotation of potential subcontractors on bidder's lists;
- i. Ensuring that requests for contracts (RFC) are designed to permit the maximum practicable participation of small, small disadvantaged, woman-owned and HUBZone small businesses;
- j. Accessing various sources for the identification of small, small disadvantaged, woman-owned and HUBZone small business concerns to include the SBA's PRO-"Net" System, the Federal Acquisition Computer Network (FACNET) Contractor Registration Database, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, local small business and minority associations, contact with local chambers of commerce and Federal agencies' Small Business Offices;
- k. Establishing and maintaining contract and subcontract award records;
- l. Participating in Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc;
- m. Ensuring that small, small disadvantaged, woman-owned and HUBZone small business concerns are made aware of subcontracting opportunities and assisting concerns in preparing responsive bids to the company;
- n. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing;

Subcontracting Plan
(Rev. October 1999)

- o. Monitoring the company's subcontracting program performance and making any adjustments necessary to achieve the subcontract plan goals;
- p. Preparing, and submitting timely, required subcontract reports;
- ql. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and
- r. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, woman-owned and HUBZone small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to, the following activities:

a. Outreach efforts to obtain sources:

1) Contacting minority and small business trade associations; 2) contacting business development organizations and local chambers of commerce; 3) attending small, small disadvantaged, woman-owned and HUBZone small business procurement conferences and trade fairs; 4) requesting sources from the Small Business Administrations (SBA) PRO-"Net", and other SBA resources; and 5) conducting market surveys to identify new sources.

b. Internal efforts to guide and encourage purchasing personnel:

- 1) Conducting workshops, seminars, and training programs;
- 2) Establishing, maintaining, and utilizing small, small disadvantaged, woman-owned and HUBZone small business source lists, guides, and other data for soliciting subcontractors; and
- 3) Monitoring activities to evaluate compliance with the subcontracting plan.

c. Additional efforts:

5. Flow Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns," in all acquisitions exceeding the simplified acquisition threshold that offers further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business Subcontracting Plan." (Flow down is not applicable for commercial items/services as described in 52.212-5(e) and 52.244-6(c).)

Subcontracting Plan
(Rev. October 1999)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and attendant Optional Form 312, SDB Participation Report and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit Standard Forms 294 and 95.

Reporting Period	Report Due	Due Date
Oct 1 - Mar 31	SF-294/of 312	4/30
Apr 1 - Sept 30	SF-294/of 312	10/30
Oct 1 - Sept 30	SF-295	10/30

Special instructions for commercial products plan: SF295 Report is due on 10/30 each year for the previous fiscal year ending 9/30.

(a) Submit SF-294 and attendant optional Form 312 to cognizant Contracting Officer

(b) Submit SF-295 to cognizant Contracting Officer and to the:

Office of Small and Disadvantaged Business Utilization
Department of Health and Human Services
200 Independence Avenue, SW
Humphrey H. Building, Room 517-D
Washington, D.C. 20201

(c) Submit "information" copy to SBA Commercial Market Representative (CMR); visit the SBA at <http://www.sba.gov/gc> and click on assistance directory to locate your nearest CMR.

7. Record keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

- a. Small, small disadvantaged, woman-owned and HUBZone small business source lists, guides and other data identifying such vendors;
- b. Organizations contacted in an attempt to locate small, small disadvantaged, and woman-owned and HUBZone small business sources;

Subcontracting Plan
(Rev. October 1999)

- c. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000, which indicate for each solicitation (1) whether small business concerns were solicited, and, if not, why not; (2) whether HUBZone small business concerns were solicited, if not, why not; (3) whether small disadvantage business concerns were solicited, if not, why not; (4) whether women-owned small business concerns were solicited, and if not, why not; and (5) the reason for the failure of solicited small, small disadvantaged, and woman-owned and HUBZone small business concerns to receive the subcontract award;
- d. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;
- e. Records to support internal guidance and encouragement provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring performance to evaluate compliance with the program and requirements; and
- f. On a contract-by-contract basis, records to support subcontract award data including the name address, and business type and size of each subcontractor. (This item is not required for company or division-wide commercial products plans.)
- g. Additional records:

SIGNATURE PAGE

(applies to Master or Commercial type plans)

This master or commercial type subcontracting plan is submitted by:

Contractor: _____

Contractor Signature: _____

Typed Signature: _____

Title: _____

Date Prepared: _____

And Is Accepted By:

Agency: _____

Contracting Officer Signature: _____

Typed Name: _____

Date: _____

ATTACHMENT 4

PROPOSAL INTENT RESPONSE SHEET

RFP No. AHRO-00-0009

Please review the attached request for proposal. Furnish the information requested below and return this page by the earliest practical date. Your expression of intent is not binding but will greatly assist us in planning for the proposal evaluation.

☐ I INTEND TO SUBMIT A PROPOSAL

☐ DO NOT INTEND TO SUBMIT A PROPOSAL FOR THE FOLLOWING REASONS:

COMPANY/INSTITUTION NAME:

AUTHORIZED SIGNATURE:

TYPED NAME AND TITLE:

DATE:

Please return to:

Sharon Williams
Agency for Healthcare Research and Quality
Division of Contracts Management
2101 East Jefferson Street, Suite 601
Rockville, Maryland 20852

ATTACHMENT 5

0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. Initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <div style="display: flex; justify-content: space-between;"> <div> G Prime Congressional District, if known: </div> <div> G Subawardee Tier_____, if known: </div> </div>			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): <div style="text-align: right;">(attach Continuation Sheet(s))</div>			b. Individual Performing Services (including address if different from No. 10a) (last name, first name, MI) SF-LLL-A, if necessary)		
11. Amount of Payment (check all that apply): \$_____ G actual G planned			13. Type of Payment (check all that apply): G a. retainer G b. one-time fee G c. commission G d. contingent fee G e. deferred G f. other; specify: _____		
12. Form of Payment (check all that apply): G a. cash G b. in-kind; specify: nature_____ value_____					
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for payment indicated in Item 11: <div style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>					
15. Continuation Sheet(s) SF-LLL-A attached: <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>					

<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: _____ _____</p> <p>Print Name: _____ _____</p> <p>Title: _____ _____</p> <p>Telephone No. : _____ Date: _____</p>
<p>Federal Use Only</p>	<p>Authorized for Local Reproduction Standard Form--LLL</p>

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Approved by OMB
0348-0046

Reporting Entity: _____ Page _____ of _____

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee of prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing of attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a); Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ATTACHMENT 6

Summary of the Expert Meeting on Bioterrorism

Prepared for:

Agency for Healthcare Research and Quality
Rockville, Maryland

Prepared by:

Health Systems Research, Inc.
Washington, DC

18 February 2000

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A. Welcome and Opening Remarks

Helen Burstin, M.D., M.P.H., Director of the Center for Primary Care Research division of the Agency for Healthcare Research and Quality (AHRQ), opened the meeting and welcomed the participants. The purpose of the discussion is to understand how AHRQ can contribute to the current state of bioterrorism research. Five million dollars of the agency's \$205 million FY 2000 budget is allocated to addressing current issues relating to bioterrorism research, prevention, and preparedness.

John Eisenberg, M.D., Director of AHRQ, gave a brief overview of AHRQ's history and future goals. He stressed that AHRQ's focus is on health care within the context of the general population, whereas agencies such as the CDC are much more focused on public health. However, there is significant overlap among government agencies and research institutions with respect to bioterrorism initiatives. AHRQ's overall research goals are as follows:

- # To support improvement in health outcomes;
- # To strengthen quality measurement and improvement; and
- # To identify strategies to improve health care access, foster appropriate use of the health care system and reduce unnecessary expenditures.

Dr. Eisenberg encouraged meeting participants to identify priorities of bioterrorism research within the above-mentioned goals.

B. Presentation of the Center for Disease Control and Prevention

Richard Spiegel, D.V.M., M.P.H., a medical epidemiologist within the Bioterrorism Preparedness Response Program of the CDC, gave an overview of the CDC's role in responding to biological and chemical terrorism nationwide. The CDC has been designated by DHHS to coordinate and lead the overall planning effort to upgrade public health capabilities in response to bioterrorism. A few of the CDC's priority responsibilities and activities for the bioterrorism initiative include:

- # Conducting studies on health and bioterrorism events;
- # Facilitating and supporting State and local bioterrorism preparedness and response planning;

- # Enhancing Federal, State and local laboratory diagnostic capabilities;
- # Strengthening State and local epidemiological and surveillance capacity; and
- # Establishing a national health alert network.

In order to successfully accomplish the above goals, the following components of a comprehensive public health program for bioterrorism preparedness and response must be in place:

- # Program planning and development;
- # Detection of unusual events--surveillance;
- # Rapid investigation and containment of real or potential threats--epidemiology;
- # Education and training;
- # Coordination and communication; and
- # Practice, exercises and program evaluation.

One hundred twenty-one million dollars of the CDC's FY 1999 budget was allotted to bioterrorism research. Of that amount \$28 million was spent on health alert (communications) initiatives, \$17 million was spent on surveillance and epidemiology (response) systems and research, and \$3 million was spent on planning. Dr. Spiegel predicts FY 2000 expenditures will be roughly similar in proportion. Priority initiatives for this fiscal year include enhancing outbreak response, coordination and support, enhancing local-level epidemiology and surveillance, and improving the use of information technology in the preparedness process. Data flow is one area in which the CDC would like to improve. News of a recognized, unusual event spreads quickly to the right people using various means of direct communication. An unrecognized, unusual event, however, is much harder to detect. Efforts to develop surveillance systems which can monitor unique circumstances and notify key personnel when a rare situation arises would be highly beneficial.

C. Presentation of the Office of Emergency Preparedness

Robert Knouss, M.D. and Commander Kevin Tonat, Dr.P.H., M.P.H. presented an overview of the Office of Emergency Preparedness (OEP) of DHHS. The National Disaster Medical System, within the OEP, focuses on emergency and disaster assistance through planning, training, development and response activities. A

systems development approach, concentrating on four key elements, strengthens and enhances DHHS's ability to prepare and respond to terrorist events. The four elements are as follows:

1. Enhancing the public health infrastructure;
2. Strengthening medical response capabilities on national and local levels;
3. Creating and maintaining a stockpile of pharmaceuticals and other materials; and
4. Enhancing research, design, development and approval of diagnostic antibiotics/antivirals and vaccines.

In reviewing the response characteristics, Commander Tonat stressed the bottom-up nature of a bioterrorism event. Therefore it is essential to implement rapid and appropriate response systems, beginning with the first responder in the community and working up through appropriate channels and ultimately reaching the Federal level. The main components of the response pathway are:

- # Public health monitoring and surveillance;
- # National/local data collection and analysis;
- # Federal/local response operations; and
- # Federal recovery assistance.

One area of study the OEP would like to focus on is strengthening the links along the response pathway. Law enforcement, emergency management, public health, and medical personnel can all be involved in a single bioterrorism event. Appropriate surveillance and communication measures which connect these and other personnel are key components of effective public health decisionmaking and response.

D. Group Discussion

The group identified research activities in which AHRQ can utilize its bioterrorism funding, with suggestions falling into the following categories:

- # Surveillance Systems;
- # Education and Training;

- # Decision Support;
- # Models/Simulations;
- # Outcomes; and
- # Other Ideas for Evidence Report.

1. Surveillance Systems

Some participants suggested that AHRQ focus its efforts on making a difference in outbreak detection or response in a concrete way in order to increase bioterrorism funding in future years and give AHRQ more leverage in health communities. To do so, AHRQ needs to articulate steps in detection and response and offer solutions. Many felt that determining the specific functions a surveillance system should perform and the necessary sensitivity needed by such a system is a high research priority. An effective surveillance system should link the public health community, the health care provider, and Government agencies. If the surveillance system serves as a routine organizational system that can be altered to a different purpose during a bioterrorism event, clinicians will be invested in using it every day. An appropriate system will build on current electronic medical records and include multiple-source detection data and a follow-up/feedback function. Suggestions for specific research activities include:

- # Develop an algorithm which can be used to identify an emerging event.
- # Monitor awareness and access of users and potential users.
- # Determine what systems are already being used and how effective they are in order to minimize development and use efforts.
- # Implement a surveillance system which consists of a human interface with a model framework. The ideal person/people will have public health training. Computers are too slow and antiquated and there is little incentive for hospitals to use them.
- # Develop a way to link surveillance systems to poison control centers or use them as models.
- # Focus a study on the interface between bottom and top levels along the response pathway.
- # Research the different models and approaches to how an affordable linkage system can visibly and quickly improve the interface communication.

2. Education and Training

Participants had opposing views on the effectiveness of bioterrorism education programs targeting health care workers. Some believed that programs designed to increase the awareness among those along the bioterrorism response pathway would lead to a positive change in behavior. Others were unsure of whose behavior is being targeted and what information they need to know. The main objective of education initiatives was determined to be the identification of the most effective educational interventions and dissemination of that information.

Research suggestions are as follows:

- # Evaluate what is currently being done to educate health care providers and determine if it is effective. Is it something the medical care community feels a need for?
- # Survey school training programs to determine the average baseline training level.
- # Ask who is being trained. How are they being trained? Is “just-in-time” training effective?
- # Study how awareness among health care workers is created and maintained. How can accurate information be supplied to clinicians in a timely manner?
- # Raise the index of suspicion by teaching professionals how to recognize an outbreak rather than how to identify a particular agent.
- # Find out how public health officials recognize and deal with false positives.
- # Document the current state of experience and knowledge about bioterrorism events.

3. Decision Support

Development of systems of decision support for physicians was another suggested research topic. Studies should be designed to answer the following questions: If clinicians are alerted to an unusual event, what do they do next? Who do they alert? How do they respond? Can a system be built to give physicians “just-in-time” information? AHRQ should look at the feasibility of effectively answering these questions.

4. Models/Simulations

Because simulations are effective in raising awareness and allow movement into complex modes of interaction, participants suggested AHRQ focus its efforts on assessing the objectivity and effectiveness of models and simulations. However, it can be difficult to match an appropriate simulation to the level of capacity of the clinician. Key questions to consider and suggested research efforts on this topic are:

- # With minimal data how does one detect and define the affected population and assess models for predictive ability?
- # How can one design simulations that will raise awareness and teach skills to health care professionals?
- # How can models remain current?
- # How can simulations appropriately change to meet the needs of unique health events?

5. Outcomes

Issues such as short- and long-term outcomes, costs, and quality indicators were the subject of much discussion among participants. Various suggestions for research topics are listed below.

- # Determine the impact of false alarms and hoaxes.
- # Evaluate the psychiatric and physical burden among health care providers and workers during a bioterrorism incident.
- # Develop programs to treat community stress in order to keep the health care community psychologically healthy.
- # Determine where people get information during a health emergency. What information do they trust?
- # Form a joint information center to function as a readily available source of authoritative information on bioterrorism events nationwide.
- # Study how the public can be reassured during conditions of high uncertainty.
- # Determine what risk communication tools are useful in bioterrorism events.

6. Other Ideas for Evidence Reports

- # Study sensitivity/specificity of detection systems.
- # Determine how prepared the health care community is to deal with an outbreak and determine the economic impacts of such an event.
- # Perform an evidence-based evaluation of protective gear (i.e., firemen's masks, hospital masks).
- # Conduct an evidence-based study of current response systems. How well integrated are EMS command systems and hospitals?

E. Next Steps

Helen Burstin and Carolyn Clancy were pleased with the level of interest expressed by the meeting participants and the amount of input given to this research question. While keeping in mind the mission and goals of the agency, they will determine which research questions will benefit those groups handling bioterrorist issues, and which will make the most impact with the level of funding provided. A program announcement will be written to solicit additional funding to supplement the funds currently allocated to bioterrorism research.